

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

IN RE PHARMACEUTICAL INDUSTRY
AVERAGE WHOLESALE PRICE
LITIGATION

)
)
) MDL No. 1456
)
) CIVIL ACTION: 01-CV-12257-PBS

THIS DOCUMENT RELATES TO ALL NON-
MASSACHUSETTS CLASS ACTIONS
CONCERNING CLASSES 2 & 3

)
) Judge Patti B. Saris
)
)

**SETTLEMENT AGREEMENT AND RELEASE OF ASTRAZENECA RELATED TO
NON-MASSACHUSETTS CLASSES TWO AND THREE**

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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

IN RE PHARMACEUTICAL INDUSTRY AVERAGE WHOLESAL PRICE LITIGATION

MDL No. 1456

CIVIL ACTION: 01-CV-12257-PBS

THIS DOCUMENT RELATES TO ALL NON-
MASSACHUSETTS CLASS ACTIONS
CONCERNING CLASSES 2 & 3

Judge Patti B. Saris

ASTRAZENECA SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“this Agreement”) is submitted to the United States District Court for the District of Massachusetts pursuant to Rule 23 of the Federal Rules of Civil Procedure. Subject to Court approval, this Agreement is entered into between and among the following parties (the “Parties”), by and through their respective counsel: (i) Class Representatives of Classes 2 and 3 on behalf of themselves and the Settlement Classes (as such classes are hereinafter defined) (collectively, “Class Plaintiffs”); (ii) the Independent Settling Health Plans (as hereinafter defined) (the “ISHPs” or “ISHP Group”); and (iii) Defendant AstraZeneca Pharmaceuticals LP (“AstraZeneca”).

WHEREAS, there is a consolidated and coordinated proceeding pending in the United States District Court for the District of Massachusetts (the “Court” or “MDL Court”), *In re Pharmaceutical Industry Average Wholesale Price Litigation*, MDL 1456, No 01-CV-12257-PBS (D. Mass.) (“MDL Class Actions”), comprised of actions in which Class Plaintiffs have alleged, *inter alia*, that AstraZeneca and other entities have engaged in unlawful inflation and misrepresentation of the published Average Wholesale Prices (“AWPs”) for various AstraZeneca

drugs including Zoladex® and Pulmicort Respules®, and allegedly unlawful use of AWP's in the marketing of such drugs;

WHEREAS, AstraZeneca and Class Representatives of Class 1 (Medicare Part B enrollees) have previously entered into a Settlement Agreement and Release and have settled all claims related to Class 1, as reflected in the Court's Final Order and Judgment Granting Final Approval dated December 19, 2008;

WHEREAS, there are various independent health insurance companies and health plans, the ISHPs, which have claims against AstraZeneca that are identical to those claims brought in the MDL Class Actions and which, in lieu of litigating such claims independently or as part of a class, wish to settle those claims in accordance with this Agreement;

WHEREAS, as a condition precedent to their participation in this Agreement, the ISHP Group has represented that, and provided in Exhibit A to this Agreement information sufficient for Lead Class Counsel and AstraZeneca to establish that, the ISHP Group, in the aggregate, provides or administers prescription drug benefits to, and has secured authorization to file claims for health plan clients representing, sixty percent (60 %) or more of the covered lives privately insured in the United States, based on U.S. Census data published August 2008 and *AIS Directory of Health Plans: 2008* (Atlantic Information Services 2008);

WHEREAS, Lead Class Counsel have determined that it is in the best interest of Class Plaintiffs and necessary to effectuate settlement to take steps to ensure the ISHPs' participation in this Agreement;

WHEREAS, AstraZeneca and other entities have asserted a number of defenses to Class Plaintiffs' claims and have denied and continue to deny Class Plaintiffs' claims in all of the MDL Class Actions;

WHEREAS, the Parties agree that this Agreement shall not be deemed or construed as an admission or as evidence of any violation of any statute or law, or of any liability or wrongdoing by any of the AstraZeneca Releasees, or of the truth of any of the claims or allegations alleged either in the MDL Class Actions or by the ISHPs, or as a waiver of any defenses thereto;

WHEREAS, the Parties have conducted a thorough examination and investigation of the facts and law relating to the asserted and potential claims and defenses in the MDL Class Actions;

WHEREAS, the Parties have previously engaged in a trial of claims in the MDL Court under Mass. G. L. c 93A which is the subject of a separate settlement dated June 15, 2010 (the “AstraZeneca Massachusetts Only Settlement”);

WHEREAS, the Parties have engaged in extensive, arm’s-length negotiations regarding settlement of the claims brought by and on behalf of Class 2 and Class 3 in the MDL Class Actions;

WHEREAS, Lead Class Counsel have concluded, after extensive discovery and investigation of the facts and after carefully considering the circumstances of the MDL Class Actions, including the claims asserted in the Complaint and the possible legal and factual defenses thereto, that it would be in the best interest of Class Plaintiffs to enter into this Agreement to avoid the uncertainties, burdens, and risks of further litigation, and to assure that the substantial benefits reflected herein are obtained for Class Plaintiffs and the Settlement Classes, and further, that this Agreement is fair, reasonable, adequate, and in the best interests of all putative members of the Settlement Classes;

WHEREAS, ISHP Group Counsel have likewise concluded, after investigation of the facts and careful consideration of the relevant claims and potential claims by members of the

ISHP Group, including the possible legal and factual defenses thereto, that it would be in the ISHP Group's best interest to enter into this Agreement and further, that this Agreement is fair, reasonable, adequate, and in the best interests of the ISHP Group;

WHEREAS, AstraZeneca, despite the belief that it has strong defenses to the claims described herein, has agreed to enter into this Agreement to reduce and avoid further expense, burden, and inconvenience of protracted litigation, and to resolve finally and completely the claims of the Class Plaintiffs and of the ISHP Group;

WHEREAS, through counsel, AstraZeneca and Class Plaintiffs, after vigorous, arm's-length negotiations, have conditionally agreed to payment by AstraZeneca of \$90 million dollars (\$90,000,000.00) in full and final settlement of the claims of the Class Plaintiffs outside of the Commonwealth of Massachusetts in the MDL Class Actions (which are addressed in the AstraZeneca Massachusetts Only Settlement) and the ISHP Group's claims described herein in their entirety;

WHEREAS, Consumer Allocation Counsel, TPP Allocation Counsel, and the ISHP Group Counsel, (all as hereinafter defined), further engaged in vigorous arm's-length negotiations to apportion the Settlement Amount, as defined below, between Consumers and TPPs (both as hereinafter defined), and reached an agreement which results, in the aggregate, in the apportionment of \$10 million or eleven and 11/100 percent (11.11%) of the Settlement Amount to Consumers and \$80 million or eighty-eight and 89/100 percent (88.89%) of the Settlement Amount to TPPs (including the TPPs defined as members of the ISHP Group), as further described below;

WHEREAS, ISHPs' Counsel have engaged in vigorous, arm's-length negotiations with Lead Class Counsel and have reached an agreement that certain portions of the Settlement

Amount apportioned to Third-Party Payors (“TPPs”), equal to the amount the ISHP Group collectively would have been entitled as TPP Settlement Class Members, shall be set aside for the ISHP Group’s benefit and paid under the conditions set forth in this Agreement;

WHEREAS, the settlement between the ISHP Group and AstraZeneca requires coordination of the claims administration process for TPP Settlement Class Members and the ISHPs;

NOW, THEREFORE, the undersigned counsel on behalf of AstraZeneca, Class Plaintiffs, and the ISHP Group agree that the claims of Class Plaintiffs in Class 2 and Class 3 outside of the Commonwealth of Massachusetts in the MDL Class Actions, and all of the ISHP Group’s claims described herein, shall be settled, compromised, released and/or dismissed on the merits and with prejudice on the terms and conditions set forth in this Agreement, and without costs to AstraZeneca, Class Plaintiffs or the ISHP Group (except as provided herein), subject to Court approval of this Agreement as a good faith, fair, reasonable, and adequate settlement under Fed. R. Civ. P. 23(e).

I. CLASS DEFINITION.

The Parties agree and consent, for settlement purposes only, to the certification of the following classes in the MDL Class Actions (collectively hereafter, the “Settlement Classes”):

A. Third-Party Payor MediGap Supplemental Insurance Class (“Class 2”).

All TPPs in the United States who, from January 1, 1991 through January 1, 2005, made, or incurred an obligation to make, reimbursements for any portion of a Medicare Part B co-payment for Class Drugs purchased outside the Commonwealth of Massachusetts.

B. Consumer and Third-Party Payor Class For Payments Made Outside the Medicare Context (“Class 3”).

All natural persons in the United States who made, or incurred an obligation to make, a non-Medicare Part B payment for Class

Drugs purchased outside of the Commonwealth of Massachusetts, and all TPPs in the United States who made, or incurred an obligation to make, non-Medicare Part B reimbursements for Class Drugs purchased outside of the Commonwealth of Massachusetts, during the period from January 1, 1991, through June 11, 2010.

Excluded from each of the Settlement Classes are the AstraZeneca Releasees as hereinafter defined. (The exclusion of AstraZeneca “employees” from the Settlement Classes shall not affect the eligibility of any ERISA plans or other TPPs for settlement benefits regardless whether any plan participants might be excluded “employees.”) Additionally excluded from each of the Settlement Classes are the following: (1) all natural persons who only paid flat co-payments, and not any percentage co-payments, for Class Drugs; (2) all federal, state, and local governmental entities in the United States, except any such governmental agencies or programs that made or incurred an obligation to make a reimbursement for Class Drugs as part of a health benefit plan for their employees, but only with respect to such payments; and (3) the ISHPs.

II. OTHER DEFINITIONS.

As used in this Agreement and its Exhibits, the following terms shall have the meanings set forth below. Terms used in the singular shall include the plural and vice versa.

- A. “AstraZeneca” means AstraZeneca Pharmaceuticals LP.
- B. “AstraZeneca Releasees” means AstraZeneca and its present and former direct and indirect parents, subsidiaries, divisions, partners and affiliates, and its respective present and former stockholders, officers, directors, employees, managers, agents, attorneys and any of their legal representatives, and its predecessors, successors, heirs, executors, trustees, administrators and assigns as of the dates of this Agreement. As used in this Section, “affiliates” means entities controlling, controlled by or under common control with AstraZeneca.
- C. “Claims Administrator” and “Claims Office” means Rust Consulting, Inc. (formerly known as Complete Claims Solutions, Inc.) and Class Action Settlement Services, LLC (“CASS”), as joint claims administrators with responsibilities as set forth in Section IV.A.

- D. “Class Drugs” means Zoladex® and/or Pulmicort Respules®.
- E. “Class Period” means January 1, 1991 through January 1, 2005, inclusive for Class 2 and January 1, 1991 through June 11, 2010, inclusive, for Class 3.
- F. “Class Releasers” means each Settlement Class Member, including (1) all Consumer Settlement Class Members, as well as their successors, heirs, executors, trustees, administrators, and assigns, and (2) all TPP Settlement Class Members, including any self-funded benefit plans for which the TPP, as a third-party administrator, provides prescription drug benefit services (provided the TPP has the legal right and authority to make such a claim), as well as the TPP Settlement Class Members’ respective present and former, direct and indirect parents, subsidiaries, divisions, partners, affiliates, present and former stockholders, officers, directors, employees, managers, agents, attorneys, and legal representatives; and any predecessors, successors, heirs, executors, trustees, administrators, and assigns of the foregoing, in such capacities. As used in this Section, “affiliates” means entities controlling, controlled by, or under common control with a Class Releaser.
- G. “Class Plaintiffs” mean the Class Representatives on behalf of themselves and the Settlement Classes. Class Representatives for the two Settlement Classes are as follows
- Class 2: United Food and Commercial Workers Unions and Employees Midwest Health Benefits Fund and Sheet Metal Workers National Health Fund;
- Class 3: Richard Wessles, United Food and Commercial Workers Unions and Employees Midwest Health Benefits Fund, Pirelli Armstrong Tire Corporation Retiree Medical Benefits Trust, Board of Trustees of Carpenters and Millwrights of Houston and Vicinity Welfare Trust Fund and Teamsters Health & Welfare Fund of Philadelphia and Vicinity.
- H. “CMS” means the Center for Medicare and Medicaid Services of the United States Department of Health and Human Services.
- I. “Complaint” means the Fifth Amended Master Consolidated Class Action Complaint.
- J. “Consumer” means any individual falling within the definition of Class 3 who is a natural person and not a TPP.
- K. “Consumer Allocation Counsel” means Wells Wilkinson, Director, Prescription Access Litigation (PAL), 30 Winter Street, 10th floor, Boston, MA and Jeffrey S. Goldenberg, Murdock, Goldenberg, Schneider & Groh, P.A., 35 East Seventh Street, Suite 600, Cincinnati, OH.

- L. “Consumer Overage” means the amount of funds remaining in the Consumer Settlement Pool after payment of all fees, expenses and awards and payment of the Recognized Claim Amount to all Authorized Consumer Claimants. The Consumer Overage will be paid equally into the TPP Settlement Pool and the ISHP Settlement Pool prior to distribution of funds to TPP Consumer Class Members or calculation of the ISHP Reversion Amount pursuant to Section III.G.2.g(ii).
- M. “Consumer Settlement Class Member” means a Consumer who is not an Opt-Out.
- N. “Consumer Settlement Pool” means eleven and 11/100 percent (11.11%) of the Settlement Amount, after subtracting fees and expenses as set forth in Section III.G.2.e below, which has been allocated to pay authorized claims of Consumer Class Members.
- O. “Court” and “MDL Court” mean the Honorable Patti B. Saris, or if she is unavailable, another judge of the United States District Court for the District of Massachusetts, presiding over *In re Pharmaceutical Industry Average Wholesale Price Litigation*, MDL 1456, No 01-CV-12257-PBS (D. Mass.).
- P. “Effective Date” is the date defined in Section III.K of this Agreement.
- Q. “Escrow Account” means the account established pursuant to Section III.C.1 in this Agreement.
- R. “Escrow Agent” means KeyBank Trust Department, 1301 Fifth Avenue, Suite 2400, Seattle, WA (“KeyBank”).
- S. “Final” or “Final Approval” of this Agreement means that the time has run for any appeals from a final approval order of the MDL Court, or any such appeals have been resolved in favor of this Agreement.
- T. “Final Fairness Hearing” means the hearing conducted by the Court in connection with determining the fairness, adequacy, and reasonableness of this Agreement under Fed. R. Civ. P. 23(e). The Court shall set the date of the Final Fairness Hearing, which will be communicated to the Settlement Classes in a Court-approved notice pursuant to this Agreement and in accordance with Fed. R. Civ. P. 23(c)(2).
- U. “Independent Settling Health Plans,” the “ISHP Group,” or the “ISHPs” mean all of the entities identified on Exhibit A to this Agreement (the “ISHP Group Members”), together with those participating self-funded healthcare plans and/or entities (“SFPs”) for which one or more ISHP Group Member provides or provided prescription drug or health benefit services through administrative services-only contracts or as a third-party administrator on whose behalf the ISHP Group Member has legal

authority and authorization to make a claim, to the extent that such ISHP Group Member administered such SFP's purchases of Class Drugs. Such SFPs participating in the settlement will be identified in the Claims Documentation submitted by the ISHP Group pursuant to Section III.F of this Agreement.

- V. "ISHP Group Counsel" means the law firms of Lowey Dannenberg Cohen & Hart P.C., Rawlings & Associates PLLC, Blank Rome LLP.
- W. "ISHP Group Initial Payment" means the sum of Eighteen Million Three Hundred Thousand Dollars (\$18,300,000), which will be payable to the ISHP Group in accordance with Section III.F.1 hereof. This amount was calculated by taking seventy-five percent (75%) of the estimated amount to be deposited into the ISHP Settlement Pool pursuant to Section III.E herein (which amount is net of all estimated expenses and fees as described in Section III.G.2.e herein).
- X. "ISHP Group Recognized Claim Percentage" or "ISHPRCP" means the total amount of claims by all ISHP Group Members that are allowed by the Claims Administrator, divided by the total allowed claims of (a) all Authorized TPP Claimants, (b) all ISHP Group Members, and (c) all TPP Opt-Outs.
- Y. "ISHP Group Releasers" means all ISHP Group Members, together with all participating SFPs for which one or more ISHP Group Member provides or provided prescription drug or health benefit services through administrative services-only contracts or as a third-party administrator on whose behalf the ISHP Group Member has legal authority and authorization to make a claim, to the extent that such ISHP Group member administered such SFP's purchases of Class Drugs, together with all ISHP Group Members' respective present and former direct and indirect parents, subsidiaries, divisions, partners and affiliates, their respective present and former stockholders, officers, directors, employees, managers, agents, attorneys and legal representatives, and any predecessors, successors, heirs, executors, trustees, administrators and assigns of each of the foregoing, all in their capacities as such. As used in this Section, "affiliates" means entities controlling, controlled by or under common control with an ISHP Group Member.
- Z. "ISHP Group Reversion Amount" means an amount calculated after all claims by TPP Class Members have been processed and the total allowed claim amounts for all Authorized TPP Claimants and the ISHP Group have been determined by the Claims Administrator, all in accordance with the procedure set forth on Exhibit K hereto. The ISHP Group Reversion Amount is calculated by multiplying the ISHP Over/Underage times the total amount deposited into both the TPP Settlement Pool and the ISHP Settlement Pool (which amounts are both net of fees and expenses

pursuant to Section III.G.2.e) herein. If the resulting amount is a positive figure, such amount is to be paid to the ISHP Group from the ISHP Settlement Pool and, if necessary, the TPP Settlement Pool, as more fully described in Section III.F.9.a below. If the resulting amount is a negative figure, such amount is to be paid to the TPP Settlement Pool from the ISHP Settlement Pool, as more fully described in Section III.F.9.b below.

- AA. “ISHP Over/Underage” means the ISHPRCP less thirty-seven and one half percent (37.5%). For example, if the ISHPRCP is sixty percent (60%), then the ISHP Over/Underage would be positive twenty-two and one half percent (22.5%). If the ISHPRCP is twenty-five percent (25%) then the ISHP Over/Underage would be negative twelve and one half percent (-12.5%).
- BB. “ISHP Settlement Pool” means half of the Eight-Eight and 89/100 percent (88.89%) allocated hereunder to TPPs, which comes to forty-four and 45/100 percent (44.45%) of the Settlement Amount, after subtracting fees and expenses as set forth in Section III.G.2.e below and adding the Consumer Overage pursuant to Section III.G.2.g(ii), which amount has been allocated to pay authorized claims of ISHP Group Members.
- CC. “Lead Class Counsel” means the law firms of Hagens Berman Sobol Shapiro LLP, Spector Roseman Kodroff & Willis, P.C., Wexler Wallace LLP, and Hoffman & Edelson, LLC.
- DD. “MDL Class Actions” means all private class actions included within *In re Pharmaceutical Industry Average Wholesale Price Litigation*, MDL No. 1456, No 01-CV-12257-PBS (D. Mass.), including those actions in which Class Plaintiffs have alleged, *inter alia*, that any of the AstraZeneca AstraZeneca Releasees have engaged in unfair, deceptive, or unlawful inflation or misrepresentation of published AWP or the unfair, deceptive, or unlawful use of AWP in marketing drugs.
- EE. “MDL Class Complaints” means all of the Master Consolidated Class Action Complaints (through and including the 5th Amended Master Consolidated Class Action Complaint) filed in the MDL Class Actions, including all counts of such complaints previously dismissed by the MDL Court.
- FF. “MDL Mediator” means Eric Green, Resolutions, LLC of Boston, Massachusetts. If Mr. Green is unable or unwilling to perform any action delegated by this Agreement to the MDL Mediator, the Parties shall work in good faith to identify and employ an individual with sufficient skill and experience to undertake such action or actions.
- GG. “Opt-Out” means any natural person or entity falling within the definition of a Settlement Class who timely and validly submits a request for

exclusion from one or more of the Settlement Classes in accordance with the procedures set forth in the Settlement Notice.

- HH. “Parties” means AstraZeneca, Class Plaintiffs, and the ISHP Group.
- II. “Released Claims” means any and all claims released by this Agreement.
- JJ. “Released Consumer Class Claims” means any and all claims, demands, actions, suits, causes of action, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys’ fees, known or unknown, suspected or unsuspected, in law or equity, that any Consumer who has not timely excluded himself or herself from the Settlement Class, whether or not they object to the settlement and whether or not they make a claim upon or participate in the Settlement Fund, ever had, now has, or hereafter can, shall or may have, directly or indirectly, representatively, derivatively or in any capacity, arising out of any conduct, events or transactions relating to the marketing, sale, purchase, cost, reimbursement amount or price of Class Drugs purchased outside the Commonwealth of Massachusetts through the date of this Agreement. The foregoing includes, but is not limited to, claims relating to any drug price published by any commercial price reporting service, or provided by AstraZeneca to any such commercial price reporting service (including AWP and WAC) and or any marketing activity relating to any such price, such as any reference to the difference between (1) a price paid and (2) any reported price or reimbursement rate based on such a reported price, that were or could have been alleged against AstraZeneca in any of the MDL Class Complaints with respect to Class Drugs. “Released Consumer Class Claims” shall not include those claims excluded pursuant to Section VI.B of this Agreement entitled “Reservation of Claims and Rights.”
- KK. “Released ISHP Claims” means any and all claims, demands, actions, suits, causes of action, damages whenever incurred, and liabilities of any nature whatsoever, including costs, expenses, penalties, and attorneys’ fees, known or unknown, suspected or unsuspected, in law or equity, that the ISHP Group ever had, now has, or hereafter can, shall, or may have, directly, indirectly, representatively, derivatively, or in any capacity, arising out of any conduct, events, or transactions relating to the marketing, sale, purchase, cost, reimbursement amount or price of Class Drugs purchased outside the Commonwealth of Massachusetts through the date of this Agreement. The foregoing includes, but is not limited to, claims relating to any drug price published by any commercial price reporting service, or provided by AstraZeneca to any such commercial price reporting service (including AWP and WAC) and or any marketing activity relating to any such price, such as any reference to the difference between (1) a price paid and (2) any reported price or reimbursement rate based on such a reported price, that were or could have been alleged against AstraZeneca in any of the MDL Class Complaints with respect to

Class Drugs. “Released ISHP Claims” shall not include those claims excluded pursuant to Section VI.B of this Agreement entitled “Reservation of Claims and Rights.”

- LL. “Released TPP Class Claims” means any and all claims, demands, actions, suits, causes of action, damages whenever incurred, and liabilities of any nature whatsoever, including costs, expenses, penalties, and attorneys’ fees, known or unknown, suspected or unsuspected, in law or equity, that the TPP Settlement Class Members ever had, now has, or hereafter can, shall, or may have, directly, indirectly, representatively, derivatively, or in any capacity, arising out of any conduct, events, or transactions relating to the marketing, sale, purchase, cost, reimbursement amount or price of Class Drugs purchased outside the Commonwealth of Massachusetts through the date of this Agreement. The foregoing includes, but is not limited to, claims relating to any drug price published by any commercial price reporting service, or provided by AstraZeneca to any such commercial price reporting service (including AWP and WAC) and or any marketing activity relating to any such price, such as any reference to the difference between (1) a price paid and (2) any reported price or reimbursement rate based on such a reported price, that were or could have been alleged against AstraZeneca in any of the MDL Class Complaints with respect to Class Drugs. “Released TPP Class Claims” shall not include those claims excluded pursuant to Section VI.B of this Agreement entitled “Reservation of Claims and Rights.”
- MM. “Self-Funded Health Care Plans and/or Entities” (“SFPs”) means all participating self-funded health care plans and/or entities for which one or more ISHP Group Members provides or provided prescription drug or health benefit services through administrative services-only contracts or as a third-party administration, and on whose behalf the ISHP Group Member has legal authority and authorization to make a claim, to the extent that such ISHP Group Member administrated such SFP’s purchases of Zoladex®. Such SFPs will be identified in the Claims Documentation submitted by the ISHP Group pursuant to Section III.F of this Agreement.
- NN. “Settlement Amount” means the sum of \$90 million dollars (\$90,000,000.00).
- OO. “Settlement Class Member” means any natural person and any entity falling within the definition of any of the Settlement Classes, other than any Opt-Out.
- PP. “Settlement Fund” means the fund used to pay all claims relating to the settlement of the claims of Class 2 and Class 3 outside of Massachusetts asserted in the MDL Class Actions and all Released Claims pursuant to this Agreement, which shall be held in the Escrow Account until distributions are made as provided herein.

- QQ. “Settlement Notice” means notices, substantially in the form and following the procedures attached as Exhibits D and E, as may be modified in accordance with the Court’s rulings with respect to preliminary approval of this Agreement.
- RR. “Third Party Payor” (“TPP”) means a private or governmental entity that was or is at risk to pay all or part of the cost of Class Drugs which were prescribed, provided or administered in the United States for individual beneficiaries of the TPP’s prescription drug or health coverage. TPP shall not include: (1) AstraZeneca Releasees; (2) the U.S. Government and its agencies and departments, and all other governmental entities that made payments pursuant to any state’s Medicaid program; and (3) all federal, state or local governmental entities, except for such governmental agencies or programs that made or incurred an obligation to make a reimbursement for Class Drugs as part of a health benefit plan for their employees, but only with respect to such payments.
- SS. “TPP Allocation Counsel” means Jonathan D. Karmel, The Karmel Law Firm, 221 N. LaSalle Street, Suite 1414, Chicago, IL, and C. Dewey Branstetter, Branstetter, Stranch & Jennings, PLC, 227 Second Avenue North, 4th Floor, Nashville, TN.
- TT. “TPP Settlement Class Members” means any TPP that falls within the definitions of Settlement Classes 2 and/or 3, is a TPP and not a natural person, and is not an Opt-Out. Members of the ISHP Group are TPPs but are not TPP Settlement Class Members.
- UU. “TPP Claimants” means all TPP Settlement Class Members that file a valid claim under this Agreement with the Claims Administrator.
- VV. “TPP Settlement Pool” means half of the Eight-Eight and 89/100 percent (88.89%) allocated hereunder to TPPs, which comes to forty-four and 45/100 percent (44.45%) of the Settlement Fund Amount, after subtracting fees and expenses as set forth in Section III.G.2.e below and adding 50% of the Consumer Overage as set forth in Section III.G.2.g(ii), which has been allocated to pay authorized claims of TPP Class Members.

III. SETTLEMENT TERMS

A. Certification of Settlement Classes.

AstraZeneca conditionally agrees and consents to certification of the Settlement Classes for settlement purposes only, and within the context of this Agreement only. AstraZeneca’s conditional agreement is contingent upon execution of this Agreement by the Parties and Final

Approval by the MDL Court. If this Agreement, for any reason, is not finally approved or is otherwise terminated, AstraZeneca reserves the right to reassert all of its objections and defenses to certification of any class for trial purposes, and neither Class Plaintiffs nor ISHPs will offer this conditional agreement as evidence in support of a motion to certify any class for trial purposes.

B. Settlement Amount.

In full and final settlement of the Released Consumer Class Claims, Released ISHP Claims, and Released TPP Class Claims, AstraZeneca shall pay, in the aggregate, the Settlement Amount of \$90 million dollars (\$90,000,000.00). The Settlement Amount shall include the full and complete cost of Settlement Class Member and ISHP Group benefits and compensation, settlement notice and claims administration, and Lead Class Counsel's attorneys' fees and expenses (as approved by the MDL Court). The Settlement Amount shall not be reduced based upon the total amount of authorized claims of Settlement Class Members or the ISHP Group approved by the Claims Administrator except under the circumstances described in Section III.D to this Agreement. Under no circumstances, other than those described in Sections III.D and IX to this Agreement concerning TPP Opt-Out Refunds and termination, shall any portion of the Settlement Amount revert to any AstraZeneca Releasee. It is agreed and understood that no portion of the Settlement Amount shall be allocated or attributed to or characterized as the payment of fines, penalties, or other punitive damages.

C. Settlement Fund/Escrow Account/Qualified Settlement Fund.

1. Settlement Fund/Escrow Account.

In full and final settlement of the Settlement Class Members' and ISHP Group's claims, AstraZeneca shall pay the Settlement Amount into the Settlement Fund held in the Escrow

Account. The Escrow Account shall be established and administered pursuant to an Escrow Agreement substantially in the form attached as Exhibit I.

Within ten (10) business days after the MDL Court's preliminary approval of this Agreement, AstraZeneca shall cause the Settlement Amount to be transferred to the Escrow Account. The payment of the Settlement Amount into the Escrow Agreement shall be made by electronic funds transfer (pursuant to written instructions to be provided to AstraZeneca by Lead Class Counsel). Monies held in the Escrow Account shall be invested by the Escrow Agent (as defined in the Escrow Agreement) in short-term United States Agency or Treasury Securities (or a mutual fund invested solely in such instruments) or other similar short-term United States government obligations, and any interest earned thereon shall become part of the Settlement Fund.

2. Qualified Settlement Fund.

The Escrow Account shall be treated as a "qualified settlement fund" for federal income tax purposes pursuant to Treas. Reg. § 1.468B-1. The Parties shall cooperate with each other and shall not take a position in any filing or before any tax authority inconsistent with such treatment. The Escrow Agent shall pay from the Escrow Account any taxes or estimated taxes due on any income earned on the funds in the Escrow Account, and all related costs and expenses. The Parties agree to treatment of the Escrow Account as a qualified settlement fund from the earliest possible date and agree to make any available "relation back" election. If amounts received by Settlement Class Members or the ISHP Group, or AstraZeneca upon any refund or other reversion, are construed as income, it is the recipient's sole responsibility to pay taxes on such amount, plus penalties and interest.

D. Refunds to AstraZeneca for TPP Opt-Outs/TPP Opt-Out Requirements.

1. Refunds for TPP Opt-Outs.

In the event there are any TPP Opt-Outs, namely TPPs that validly and timely request exclusion from Settlement Classes 2 or 3 (neither of which include ISHP Group Members), AstraZeneca shall be entitled to a refund for each such TPP Opt-Out in an amount equal to \$80 million (which is eight-eight and 89/100 percent (88.89%) of \$90,000,000.00), plus the Consumer Overage, times a percentage derived by dividing the amount of each such TPP Opt-Out's Recognized Claim Amount (calculated, by the Claims Administrator, in the same manner that the Recognized Claim for a TPP remaining in the Settlement Class or an ISHP Group Member would be calculated) by the total of all Recognized Claims of (a) all TPP Class Members who file acceptable claims, (b) all ISHP Group Members, and (c) all TPP Opt-Outs (the "AstraZeneca Opt-Out Refund"). All such AstraZeneca Opt-Out Refunds, together with accrued interest, shall be paid to AstraZeneca in accordance with the provisions of Paragraph III.G.2.f below. AstraZeneca shall notify Lead Class Counsel of any settlement in excess of one million dollars (\$1,000,000) between AstraZeneca and a TPP Opt-Out (or group of TPP Opt-Outs) related to claims consistent with those brought in any of the MDL Class Complaints within ten (10) days of the execution by all parties of any such settlement agreement. The notice referred to in the preceding sentence shall be deemed confidential and shall be used by Lead Class Counsel solely for the purpose of seeking an award of attorneys' fees from the settling TPP Opt-Out (or group of TPP Opt-Outs) and/or their respective counsel. Lead Class Counsel agrees that it will not seek any fee from AstraZeneca in connection with TPP Opt-Out claims or settlement.

The total amount of the Settlement Fund shall be reduced by the amount of AstraZeneca's Opt-Out Refund (together with accrued interest), including for purposes of

determining the final amount of the class attorneys' fee award. The reduction shall be shared proportionately by the TPP Settlement Pool and the ISHP Settlement Pool.

2. TPP Opt-Out Requirements.

For purposes of implementation of this Agreement, including Section III.D, a TPP Opt-Out (which does *not* include any ISHP Group Member) will be required to file a TPP Notice of Exclusion, as will be set forth in the preliminary approval order issued by the MDL Court. Each TPP Opt-Out will be requested, as part of its Notice of Exclusion, to provide reasonable confirmation that its payments for Class Drugs were based on the AWP of such drugs and the amount of its purchases of such drugs during the period of January 1, 2003 to December 31, 2004, in order to demonstrate that it would otherwise be a TPP Class Member and that it wishes to opt out of Settlement Classes 2 and 3. If additional information is needed by the parties hereto or the Claims Administrator from any TPP Opt-Out to implement this Section or any other provision of this Agreement, the parties shall cooperate to obtain such information from the TPP Opt-Out, including, but not limited to, seeking an order of the MDL Court to obtain such information.

3. Determination of TPP Opt-Out Amounts and AstraZeneca Opt-Out Refund, and Dispute Resolution Process.

The Claims Administrator shall in the first instance calculate the AstraZeneca Opt-Out Refund due under this Section for each valid TPP Opt-Out, as well as the total AstraZeneca Opt-Out Refund due to AstraZeneca.

- a. If AstraZeneca's Counsel, Lead Class Counsel, or ISHP Group Counsel dispute the Claims Administrator, or if AstraZeneca's Counsel, Lead Class Counsel, or ISHP Group Counsel determine that they have received

insufficient purchase or other information from the Claims Administrator or any TPP Opt-Out to determine the amount of the total AstraZeneca Opt-Out Refund due, and, therefore, a dispute exists regarding the amount of the AstraZeneca Opt-Out Refund, the parties, the Claims Administrator, and the TPP Opt-Out(s) shall attempt informally to resolve any such dispute.

- b. As part of any attempt to resolve such dispute, the Claims Administrator, upon request by AstraZeneca's Counsel, Lead Class Counsel, or ISHP Group Counsel shall seek additional information from the TPP Opt-Out and/or provide AstraZeneca's Counsel, Lead Class Counsel, and ISHP Group Counsel with such additional claims information and data as is reasonably necessary for the AstraZeneca's Counsel, Lead Class Counsel, and ISHP Group Counsel to evaluate the validity of the refund calculation, including any information that would be relevant to calculating a Recognized Claim pursuant to Exhibit K.
- c. If the TPP Opt-Out does not provide such additional information after the parties make reasonable efforts to obtain it, then the parties shall undertake good faith efforts to estimate the TPP Opt-Out amount and AstraZeneca Opt-

Out Refund using publicly available or other more easily obtainable information about the TPP Opt-Out, such as the TPP Opt-Out's number of covered lives.

- d. The parties agree to submit promptly any unresolved disputes concerning TPP Opt-Out amounts and/or AstraZeneca Opt-Out Refund to the MDL Mediator, who shall issue a report and recommendation to the MDL Court, and the MDL Court's decision to adopt or reject the report and recommendation shall be binding and final and the Parties waive any right to appeal.

E. Allocation of Benefits to Settlement Classes.

Pursuant to negotiation between Consumer Allocation Counsel, TPP Allocation Counsel, and ISHP Group Counsel, eleven and 11/100 percent (11.11%) of the Settlement Amount, or \$10 million, minus fees and expenses as set forth in Section III.G.2.e below, will become the "Consumer Settlement Pool," which will be used to pay authorized claims of Consumer Class Members. Forty-four and 45/100 percent (44.45%) of the Settlement Amount, or \$40 million, minus fees and expenses as set forth in Section III.G.2.e below, will become the "TPP Settlement Pool," which will be used to pay authorized claims of TPP Settlement Class Members, and, in certain circumstances described in Section III.F.9.a, may be used to pay the authorized claims of ISHP Group Members. Forty-four and 45/100 percent (44.45%) of the Settlement Amount, or \$40 million minus fees and expenses as set forth in Section III.G.2.e below, will become the "ISHP Settlement Pool," which will be used to pay authorized claims of ISHP Group Members, and, in certain circumstances described in Section III.F.9.b, may be used to pay the authorized claims of TPP Settlement Class Members.

F. Agreement Concerning the ISHP Group.

1. As a condition precedent to their participation in this Agreement, the ISHP Group has represented that, and set forth in Exhibit A hereto information sufficient to show that, the ISHP Group, in the aggregate, provides or administers prescription drug benefits to, and has secured authorization to file claims for health plan clients representing, sixty percent (60%) or more of the covered lives privately insured in the United States, based on U.S. Census data published August 2008 and *AIS Directory of Health Plans: 2008* (Atlantic Information Services 2008).
2. The ISHP Group Releasors agree that they will not opt out of the Massachusetts classes certified in the MDL litigation or from settlement classes defined in the Massachusetts-Only Settlement, and covenant that they will not bring any claim in any forum against the AstraZeneca Releasees in connection with the allegations or claims asserted under Massachusetts law in the MDL Class Complaints.
3. Within ten (10) business days after AstraZeneca transfers the Settlement Amount to the Escrow Account, as set forth in III.C.1, Lead Class Counsel shall cause to be transferred from the ISHP Settlement Pool within the Class Escrow Account, via electronic transfer to ISHP Group Counsel, the ISHP Group Initial Payment, for distribution as appropriate to the ISHP Group Members.
4. On or before the date the MDL Court sets for final submission of claims by TPP Settlement Class Members, the ISHP Group shall provide Claims Documentation, as set forth on Exhibit L hereto, to the Claims

Administrator, with a copy to Lead Class Counsel. The Claims Documentation shall include a list of all SFPs. Each ISHP Group Member shall warrant that any Claims Documentation, data, or other information submitted to the Claims Administrator is true and accurate. Submission of such information on the form entitled “ISHP Claim Form”, attached hereto as part of Exhibit L, shall be deemed compliance with the requirements of this provision.

5. To verify the accuracy of claims information and to prevent duplication of claims, the Claims Administrator may request additional information from ISHP Group Members. ISHP Group Members will provide additional information to the Claims Administrator as requested. The calculation of the ISHP Group Reversion Amount shall not include claims of any ISHP Group Member that fails to timely submit the required Claims Documentation or additional claims documentation requested by the Claims Administrator.
6. If a claim submitted by an ISHP Group Member appears to be duplicative of a claim, or any portion of a claim, submitted independently by an SFP or other TPP, or if a claim by any ISHP Group Member is submitted on behalf of an entity that has independently submitted a valid request for exclusion, the Claims Administrator shall provide the ISHP Group Counsel with notice, along with sufficient information to identify the claims, such as date, location and amount, and provide an opportunity to cure the duplicative claim. If the ISHP Group Member is unable to

establish a right to the claim, or any duplicative portion of a claim, then the duplicative claim shall be disallowed by the Claims Administrator.

7. The Claims Administrator shall make available to ISHP Group Counsel a list of the identities of all TPP Settlement Class Members that submit Claims Documentation (the “TPP Claimant List”). The TPP Claimant List shall be deemed confidential and can be used only for the purposes of determining duplication of claims or whether any entity submitting Claims Documentation falls within the definitions of TPP and TPP Settlement Class Member as set forth in Sections II.QQ and II.SS. The TPP Claimant List shall be generated by the Claims Administrator and transmitted to the ISHP Group Counsel no later than the date of the Final Fairness Hearing. The Claims Administrator shall also generate and transmit to ISHP Group Counsel an updated and final TPP Claimant List twenty (20) days after the date set for postmark of all claims by TPP Settlement Class Members, or sooner if available. ISHP Group Counsel shall have the opportunity, within twenty-one (21) days of receipt of a TPP Claimant List, to identify in writing to Lead Class Counsel any TPP Settlement Class Member that ISHP Group Counsel believe has submitted a claim that is duplicative of a claim already asserted by another TPP Settlement Class Member or ISHP Group Member, or that falls outside the definition of TPP or TPP Settlement Class Member as set forth in Sections II.QQ and II.SS. At least thirty-five (35) days prior to any distribution of the Net TPP Settlement Pool under Section III.G.2.i to TPP Settlement Class Members,

Lead Class Counsel shall provide ISHP Group Counsel with the proposed computation of the ISHP Group Reversion Amount payment, including a list of the Claim Administrator's determination of the amount of each ISHP Group Member's allowed claims. Such computation will become binding upon the ISHP Group unless within ten (10) business days of receipt of such computation, ISHP Group Counsel disputes the amount of the proposed ISHP Group Reversion Amount payment in writing to Lead Class Counsel. In the event of such a dispute, ISHP Group Counsel may request and receive from the Claims Administrator, in consultation with Lead Class Counsel, a list of the TPP Settlement Class Members who have the fifty (50) largest aggregate claims approved by the Claims Administrator and the amount of such claims (the "TPP 50 List"). The TPP 50 List shall be held in confidence by ISHP Group Counsel, will be provided for attorney's eyes only, and shall not be provided or shared with any other person, including any member of the ISHP Group or another TPP. ISHP Group Counsel shall be entitled to show the TPP 50 List to a single third-party consultant who is not employed by any TPP, and who agrees in writing to be bound by the same confidentiality as ISHP Group Counsel, solely for the purposes of dispute resolution under this Section. Other than as provided in this Agreement, the ISHP Group and ISHP Group Counsel shall not be entitled to any information collected or generated by the Claims Administrator or Lead Class Counsel, except to the extent permitted by the MDL Mediator in a proceeding under

subsection 7 below.

8. Lead Class Counsel and the ISHP Group shall attempt to resolve any disputes raised pursuant to this Agreement through good faith negotiations. If the dispute cannot be resolved informally, it shall be submitted to binding arbitration by the MDL Mediator. The MDL Mediator's decision shall be final and will not be subject to appeal. AstraZeneca shall not be involved in any arbitration pursuant to this Section, and shall have no obligations or liability with respect thereto.
9. On or before five (5) days after the Effective Date of this Agreement, or within five (5) days of any resolution of a dispute under subsection 7 above, or within five (5) days after all TPP claims have been processed and the total authorized claim amounts for all Authorized TPP Claimants and ISHP Group Members has been finally determined, whichever is later, Lead Class Counsel or ISHP Group Counsel, as the case may be, shall cause the payment of the ISHP Group Reversion Amount to be made as follows:
 - a. If the ISHP Group Reversion Amount is calculated by reference to a positive ISHP Over/Underage, Lead Class Counsel shall cause the Escrow Agent to transfer into an account designated by ISHP Group Counsel the ISHP Group Reversion Amount from the funds remaining in the ISHP Settlement Pool. Any funds remaining in the ISHP Settlement Pool after such transfer is made and the entire ISHP Group Reversion Amount has been paid shall be transferred

to the TPP Settlement Pool and distributed as the remainder of the funds in the TPP Settlement Pool pursuant to Section III.G.2.i herein. If the funds remaining in the ISHP Settlement Pool are not sufficient to pay the entire ISHP Group Reversion Amount, then in addition to transfer of the remaining funds in the ISHP Settlement Pool, Lead Class Counsel shall cause the Escrow Agent to transfer as much of the funds in the TPP Settlement Pool to the account designated by ISHP Group Counsel until the entire ISHP Group Reversion Amount has been transferred to the ISHP Group.

- b. If the ISHP Group Reversion Amount is calculated by reference to a negative ISHP Over/Underage, Lead Class Counsel shall cause to be transferred to the TPP Settlement Pool as much of the funds remaining in the ISHP Settlement Pool as are necessary to satisfy the ISHP Group Reversion Amount.

G. Disbursements and Distributions from the Settlement Fund.

The Settlement Fund shall be distributed as follows or as otherwise ordered by the Court:

1. Prior to the Effective Date of this Agreement:
 - a. Any fees and expenses incurred in administering the Escrow Account and the Settlement Fund shall be paid pursuant to the Escrow Agreement. The costs of notice and claim administration of the Settlement shall be paid by the Escrow Agent to the Claims Administrator as approved by the MDL Court and at the direction of Lead Class Counsel

with notice of such payments provided to counsel for AstraZeneca;

- b. Disbursements for the payment of any taxes (including any estimated taxes, interest or penalties) due, as a result of income earned by the Settlement Fund, shall be made promptly by the Escrow Agent pursuant to the Escrow Agreement with notice of such disbursements provided to the Lead Class Counsel and Counsel for AstraZeneca.
- c. The ISHP Group Initial Payment shall be transferred to the ISHP Group pursuant to Section III.F.3 of this Agreement.

2. After the Effective Date of this Agreement, the Settlement Fund shall be distributed as follows:

- a. Any remaining fees or expenses incurred in connection with the administration of the Escrow Account and the Settlement Fund shall be paid pursuant to the Escrow Agreement, and to the extent, if any, the reasonable fees and expenses incurred as part of notice and claims administration of the Settlement have not been paid, such fees and expenses shall be distributed to the Claims Administrator by the Escrow Agent with notice of such disbursements provided to the Lead Class Counsel;
- b. Disbursements for the payment of any taxes (including any estimated taxes, interest or penalties) due as a result of income earned by the Settlement Fund shall be made

promptly by the Escrow Agent pursuant to the Escrow Agreement with notice of such disbursements provided to the Lead Class Counsel;

- c. Any compensation determined by the MDL Court for services rendered to the Settlement Classes by the Class Representatives, either in the amounts to be recommended by Lead Class Counsel as set forth in the proposed notice forms attached hereto as Exhibits D-G or as otherwise ordered by the MDL Court, shall be distributed to the Class Representatives;
- d. Any attorneys' fees and litigation expenses awarded by the MDL Court to Class Counsel in connection with Final Approval of this Settlement Agreement. Such attorneys' fees and litigation expenses shall be paid to Lead Class Counsel for distribution to Class Counsel and, in accordance with a separate agreement on legal fees, to ISHP Group Counsel;
- e. The Settlement Fund, net of (1) payment of attorneys' fees and expenses pursuant to Sections III.G.2.d, and (2) payment of other fees, costs, expenses and awards provided for in Sections III.G.1.a and III.G.1.b, and III.G.2.a, b, and c, shall be segregated eleven and 11/100 percent (11.11%) for the benefit of Consumers (the "Consumer Settlement

- Pool”) and forty-four and 45/100 percent (44.45%) for the benefit of TPP Class Members (the “TPP Settlement Pool”) and forty-four and 45/100 percent (44.45%) for the benefit of ISHP Group Members (the “ISHP Settlement Pool”);
- f. The payment to AstraZeneca of any AstraZeneca Opt-Out Refund, together with any accrued interest, attributable to TPP Opt-Outs under Section III.D. Any such AstraZeneca Opt-Out Refund shall be deducted from the TPP Settlement Pool and the ISHP Settlement Pool only, in proportional amounts.
- g. The balance of the Consumer Settlement Pool after deducting the above fees, expenses, costs and awards (the “Net Consumer Settlement Pool”), shall be payable to Consumer Class Members who submit Proofs of Claim that are accepted by the Claims Administrator and approved by the MDL Court (“Authorized Consumer Claimants”) in accordance with the applicable procedures established pursuant to Exhibit K.
- (i). If the amount of the Net Consumer Settlement Pool is not sufficient to pay each Authorized Consumer Claimant his or her Recognized Claim Amount as set forth herein, then each Authorized Consumer Claimant shall be paid his or her *pro rata* share of

the claimants' Recognized Claim Amount, subject to any minimum payment(s) established by the MDL Court.

(ii). If, on the other hand, there are any unclaimed monies in the Net Consumer Settlement Pool after all Authorized Consumer Claimants have been paid according to their Recognized Claim Amount or any minimum payment authorized by the Court, then the balance of the Net Consumer Settlement Pool (defined herein as the Consumer Overage), shall be paid equally into the TPP Settlement Pool and the ISHP Settlement Pool to satisfy the claims of TPP Class Members and ISHPs. It is agreed that under no circumstances are any such unclaimed funds in the Net Consumer Settlement Pool to revert to AstraZeneca.

h. Any ISHP Group Reversion Amount shall be paid from or to the ISHP Settlement Pool or the TPP Settlement Pool as provided in Section III.F.9 above;

i. The balance of the TPP Settlement Pool after the payment of the above fees, expenses, costs, and awards (the "Net TPP Settlement Pool"), shall be payable to TPP Class Members who submit Proofs of Claim that are accepted by

the Claims Administrator and approved by the Court
("Authorized TPP Claimants"), in accordance with the
applicable procedure established pursuant to Exhibit K.

H. Motion for Preliminary Approval.

Concurrent with submission of this Agreement for the MDL Court's consideration, Lead Class Counsel shall submit to the MDL Court a motion for preliminary approval of this Agreement. The motion shall request entry of a Preliminary Approval Order substantially in the form attached as Exhibit H, which includes a provision enjoining Settlement Class Members and the ISHP Group from litigating Released Claims pending Final Approval of this Agreement.

I. Stay and Resumption of Proceedings.

Subject to preliminary approval of this Agreement by the MDL Court, all proceedings in the MDL Class Actions as related to the AstraZeneca Releasees, and any proceedings asserting any of the Released Claims, other than proceedings relating to the Settlement contemplated herein and the AstraZeneca Massachusetts Only Settlement, shall be stayed. In the event the MDL Court does not approve this Agreement, the Effective Date does not occur, or this Agreement is otherwise terminated, all stayed proceedings shall resume in a reasonable manner approved by the MDL Court.

J. Entry of Final Judgment.

If the MDL Court approves this Agreement following the Final Fairness Hearing scheduled by the MDL Court pursuant to the Preliminary Approval Order, counsel for the Parties shall request that the MDL Court enter a Final Approval Order substantially in the form attached as Exhibit J, including the Court's express determination under Fed. R. Civ. P. 54(b) that there is no just reason for delay and directing that separate judgments with respect to all claims by Settlement Class Members of Classes 2 and 3 be deemed as final judgments.

K. Effective Date.

This Agreement shall be effective on the first date after all of the following events have occurred:

1. Entry of the Preliminary Approval Order, substantially in the form attached as Exhibit H, or entry of a Preliminary Approval Order in an alternative form with respect to which all Parties consent in writing;
2. Final Approval of this Agreement by the MDL Court, following notice to Settlement Class Members and a Final Fairness Hearing, in accordance with Fed. R. Civ. P. 23;
3. Entry of the Final Approval Order, substantially in the form attached as Exhibit J, or entry of a Final Approval Order in an alternative form with respect to which all Parties consent in writing; and
4. The Final Approval Order becomes Final.

L. Satisfaction of AstraZeneca's Obligations.

AstraZeneca's transfer of \$90 million dollars (\$90,000,000.00) to the Escrow Account shall fully satisfy AstraZeneca's obligations to make payments under this Agreement, and no other payment by any AstraZeneca Releasee shall be required to resolve the MDL Class Actions or the Released Claims. AstraZeneca Releasees shall not have any liabilities, obligations or responsibilities thereafter regarding the investment, payment, disposition or distribution of the Settlement Fund or the monies deposited into the Escrow Account.

M. All Released Claims Satisfied By Settlement Fund.

Each Settlement Class Member and the ISHP Group shall look solely to the Settlement Fund for settlement and satisfaction of all Released Claims as provided in this Agreement.

IV. CLAIMS ADMINISTRATION

A. Claims Administrator/Claims Office.

The Claims Administrator/Claims Office shall be Rust Consulting, Inc. (formerly known as Complete Claims Solutions, Inc.), subject to Court approval. In addition, Class Action Settlement Services, LLC (“CASS”) shall be appointed as a co-administrator to assist in the claims administration process, subject to Court approval, as outlined herein. Rust shall provide claims administration services, including the administration of the settlement claims process for both consumers and TPPs (and ISHPs as set forth herein), the review of claims, the disbursement of funds, the preparation of tax filings and payment of any taxes due as a result of interest earned by the Escrow Account, and the preparation of a final accounting to the Court. CASS shall process information provided by insurance companies, self-insured employers, Taft-Hartley plans, and other third-party payors concerning copayments made by insured consumer class members, as delineated below.

TPP Class members and ISHPs will be requested to provide data concerning payments by insured co-payers directly to CASS in order to increase the participation of consumers in the Settlement. TPPs are only required to make reasonable good-faith efforts to provide the requested data, and Consumers will be encouraged to submit their own claim forms when possible. TPPs are not required to warrant that their data is complete or error-free, and neither they nor the Claims Administrator shall be held liable to Class members or anyone else as a result of errors or omissions in the data. Class Counsel shall ensure that the data provided in

compliance with this provision falls within a HIPPA safe harbor for information provided pursuant to court order.

The Claims Administrator may appoint as many claims officers, experts, and/or advisors as are necessary to carry out the duties of the Claims Office expeditiously. The Claims Office procedures shall be subject to MDL Court approval and under the continuing jurisdiction of the MDL Court. Rust shall be responsible for disseminating information to Settlement Class Members concerning settlement procedures, among other ways, by establishing a toll-free “hotline.” In addition, Rust shall assist the MDL Court in processing and tabulating opt-out requests, shall receive all opt-out forms and documentation, shall receive, process, classify, and pay claims as provided in this Agreement and any applicable orders of the MDL Court. Both Rust and CASS shall operate under the continuing supervision of the MDL Court.

B. Notice.

The class notice program shall be in accordance with Fed. R. Civ. P. 23 and subject to Court approval.

1. Upon preliminary approval of this Agreement by the MDL Court, and the funding of the Escrow Account pursuant to Section III.C.1, Lead Class Counsel, in accordance with Fed. R. Civ. P. 23 and the Preliminary Approval Order, shall provide all Settlement Class Members who can be identified by reasonable means with the best notice practicable under the circumstances in substantially the forms attached hereto as Exhibits D-G, or as otherwise ordered by the MDL Court. Such notice shall include publication on a web site established by Lead Class Counsel or the Claims

Administrator and additional publication and other notice as set forth in Exhibit G.

2. All costs of notice to the Settlement Classes shall be paid exclusively from the Settlement Fund and in no event shall any Released Party be responsible for payment of notice costs.

C. Deadlines.

1. Opt-Out Deadline.

As detailed in the proposed Settlement Notices attached hereto as Exhibits D-E, all requests to opt out of any of the Settlement Classes must be received by the Claims Administrator no later than fifteen (15) days before the date of the Final Approval Hearing set by the MDL Court.

2. Claims Deadlines.

All claims deadlines shall be as set forth in the Preliminary Approval Order issued by the MDL Court, in substantially the form set forth in Exhibit H.

D. Compensation to Consumers, TPPs, and ISHPs.

To the extent practicable and consistent with the principle that only qualified claims will be paid, the processing of Consumer Settlement Class Member claims and TPP Settlement Class Member Claims, and compensation to the ISHP Group shall be made in accordance with the clear and understandable procedures set forth in Exhibit K.

E. Court Approval of Disbursements and Distributions.

Court approval shall be required prior to any disbursement or any distribution from the Settlement Fund, but not for any fees and expenses incurred to administer the Escrow Account or the Settlement Fund under the Class Escrow Agreement, or taxes on the Settlement Fund

F. Retention of Records.

The Claims Administrator shall retain all records relating to payment of claims under this Agreement for a period of five (5) years from the Effective Date of the Agreement. The confidentiality of any personal health information in those records shall be maintained in accordance with the Protective Order in the MDL Class Actions.

V. **EXCLUSIVE REMEDY/DISMISSAL OF CLAIMS/JURISDICTION**

A. Exclusive Remedy.

This Agreement shall be the exclusive remedy for any and all Released Claims, any claim arising out of the subject matter of this Agreement, and any complaint by any Settlement Class Member or the ISHP Group against AstraZeneca Releasees related to the Released Claims. No Released Party shall be subject to liability or expense of any kind to any Settlement Class Member or the ISHP Group related to the Released Claims except as provided in this Agreement. Upon Preliminary Approval of this Agreement, each Settlement Class Member and the ISHP Group shall be barred from initiating, asserting or prosecuting any Released Claims against any Released Party. This Agreement shall be binding upon, and inure to the benefit of the Parties' successors and assigns.

B. Dismissal of Claims.

The Parties agree that upon the Effective Date of this Agreement, all Released Claims shall be dismissed with prejudice, and the MDL Class Complaints shall be dismissed with prejudice as against AstraZeneca, in accordance with the Final Approval Order substantially in the form attached as Exhibit J. In addition, upon the Effective Date of this Agreement, ISHP Group Counsel shall cause all Released ISHP Claims that have been filed in any forum to be dismissed with prejudice.

C. Jurisdiction.

The MDL Court shall retain exclusive and continuing jurisdiction over the Complaint, the Parties, and this Agreement with respect to the performance of its terms and conditions (and disputes arising out of or relating to this Agreement), the proper provision of all benefits, and the implementation and enforcement of its terms, conditions, and obligations.

VI. RELEASES AND RESERVATIONS

A. Released Claims.

1. Released Consumer Class Claims.

Upon the Effective Date of this Agreement, the AstraZeneca Releasees shall be released and forever discharged by the Class Releasors from all Released Consumer Class Claims. All Class Releasors covenant and agree that they shall not hereafter seek to establish liability against any AstraZeneca Releasee based, in whole or in part, on any of the Released Consumer Class Claims. Each Class Releasor expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Released Consumer Class Claims without regard to the subsequent discovery or existence of different or additional facts.

IN ADDITION, EACH CLASS RELEASOR HEREBY EXPRESSLY WAIVES AND RELEASES, UPON THIS AGREEMENT BECOMING EFFECTIVE, ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY § 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS:

SECTION 1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR;

OR BY ANY LAW OR STATE OR TERRITORY OF THE UNITED STATES, OR PRINCIPLE OF COMMON LAW, WHICH IS SIMILAR, COMPARABLE, OR EQUIVALENT TO § 1542 OF THE CALIFORNIA CIVIL CODE. Each Class Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of this Section VI.A.1, but each Class Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon the Agreement becoming Effective, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Consumer Class Claims with respect to the subject matter of this Section VI.A.1 whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each Class Releasee also hereby expressly waives and fully, finally, and forever settles and releases any and all Released Consumer Class Claims it may have against the AstraZeneca Releasees under §§ 17200, *et seq.*, of the California Business and Professions Code.

2. Released TPP Class Claims.

Upon the Effective Date of this Agreement, the AstraZeneca Releasees shall be released and forever discharged by the Class Releasors from all Released TPP Class Claims. All Class Releasors covenant and agree that they shall not hereafter seek to establish liability against any AstraZeneca Releasee based, in whole or in part, on any of the Released TPP Class Claims. Each Class Releasor expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Released TPP Class Claims without regard to the subsequent discovery or existence of different or additional facts.

IN ADDITION, EACH CLASS RELEASOR HEREBY EXPRESSLY WAIVES AND RELEASES, UPON THIS AGREEMENT BECOMING EFFECTIVE, ANY AND ALL

PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY § 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS:

SECTION 1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR;

OR BY ANY LAW OR STATE OR TERRITORY OF THE UNITED STATES, OR PRINCIPLE OF COMMON LAW, WHICH IS SIMILAR, COMPARABLE, OR EQUIVALENT TO § 1542 OF THE CALIFORNIA CIVIL CODE. Each Class Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of this Section VI.A.2, but each Class Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon the Agreement becoming Effective, any known or unknown, suspected or unsuspected, contingent or non-contingent Released TPP Class Claims with respect to the subject matter of this Section VI.A.2 whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each Class Releasee also hereby expressly waives and fully, finally, and forever settles and releases any and all Released TPP Class Claims it may have against the AstraZeneca Releasees under §§ 17200, *et seq.*, of the California Business and Professions Code.

3. Released ISHP Claims.

Upon the execution of this Agreement and payment of the ISHP Group Initial Payment, the AstraZeneca Releasees shall be released and forever discharged by the ISHP Group Releasors from all Released ISHP Claims. All ISHP Group Releasors covenant and agree that they shall not hereafter seek to establish liability against any AstraZeneca Releasee based, in

whole or in part, on any of the Released ISHP Claims. Each ISHP Group Releasor expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Released ISHP Claims without regard to the subsequent discovery or existence of different or additional facts.

IN ADDITION, EACH ISHP GROUP RELEASOR HEREBY EXPRESSLY WAIVES AND RELEASES, UPON RECEIPT OF THE ISHP GROUP INITIAL PAYMENT, ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY § 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS:

SECTION 1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR;

OR BY ANY LAW OR STATE OR TERRITORY OF THE UNITED STATES, OR PRINCIPLE OF COMMON LAW, WHICH IS SIMILAR, COMPARABLE, OR EQUIVALENT TO § 1542 OF THE CALIFORNIA CIVIL CODE. Each ISHP Group Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of this Section VI.A.3, but each ISHP Group Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon receipt of the ISHP Group Initial Payment, any known or unknown, suspected or unsuspected, contingent or non-contingent Released ISHP Claims with respect to the subject matter of this Section VI.A.3 whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each ISHP Group Releasor also hereby expressly waives and fully, finally, and forever settles and releases any and

all Released ISHP Claims it may have against the AstraZeneca Releasees under §§ 17200, *et seq.*, of the California Business and Professions Code.

B. Reservation of Claims and Rights.

1. Released Consumer Class Claims, Released TPP Class Claims, and Released ISHP Claims shall not include (a) any claim against any person or entity that is not an AstraZeneca Releasee; (b) any claim to enforce this Agreement; or (c) any claim between any Settlement Class Member or the ISHP Group and any Released Party that is unrelated to the allegations in the MDL Class Complaints, including: unrelated breach of contract or economic injury claims; product liability, breach of warranty, personal physical injury, or intellectual property claims; claims relating to the efficacy, safety, or manufacture of pharmaceutical products; and claims stemming from alleged improper off-label marketing, price fixing, antitrust violations, and misrepresentation or fraud in the marketing or sales of pharmaceuticals that are unrelated to the allegations in any of the MDL Class Complaints. Released TPP Class Claims and Released ISHP Class Claims shall not include claims for subrogation or reimbursement related to payments made by TPP Class Members or ISHPs due to personal physical injury of their insureds.
2. The Parties agree that this Agreement, whether or not the Effective Date occurs, and any and all negotiations, documents, and discussion associated with it shall be without prejudice to the rights

of any Party (other than those compromised herein); shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by AstraZeneca Releasees, or of the truth of any of the claims or allegations contained in any complaint or pleading, whether in the MDL Class Actions or otherwise. The Parties expressly reserve all their rights if this Agreement fails to become final and effective substantially in accordance with its terms.

VII. ADMINISTRATIVE EXPENSES AND ATTORNEYS' FEES

A. Administrative Expenses.

The AstraZeneca Releasees shall not be liable for any litigation expenses of the MDL Class Actions or the pursuit of any Released ISHP Claims, including without limitation attorneys' fees, notice fees and expenses, claims administration fees and expenses, fees and expenses incurred in administering the Escrow Account or the Settlement Fund, expert witness and consultant fees and expenses, and expenses associated with discovery, motion practice, hearings, and/or appeals. All such fees and expenses, if and as approved by the MDL Court, shall be paid from the Settlement Fund.

B. Attorneys' Fees.

1. Lead Class Counsel.

Understanding that the award of attorneys' fees to Lead Class Counsel is a matter in the MDL Court's sole discretion, the AstraZeneca Releasees will not object to Lead Class Counsel's request to the MDL Court for an attorneys' fee not to exceed the sum of thirty-three and one-third percent (33-1/3 %) of the Settlement Amount (subject to any reduction of the Settlement Fund pursuant to Section III.D.1), plus expenses (inclusive of any fees or expenses in connection

with their work concerning any TPP Opt-Outs). Such fees and expenses shall be paid exclusively from the Settlement Fund.

2. ISHP Group Counsel.

ISHP Group Counsel have agreed to forgo seeking (1) a separate counsel fee in the MDL Actions, (2) any fee from AstraZeneca in connection with their work concerning any of the Released ISHP Claims, and (3) any fee from AstraZeneca in connection with their work, if any, concerning any claim covered by the AstraZeneca Massachusetts-Only Settlement. In lieu thereof, ISHP Group Counsel will accept as payment of ISHP Counsel Fees an amount negotiated between ISHP Group Members and Lead Class Counsel, in accordance with the conditions set forth in a separate agreement between Lead Class Counsel and ISHP Group Counsel, which agreement shall be identified to the MDL Court in accordance with Fed. R. Civ. P. 23(e).

VIII. MISCELLANEOUS PROVISIONS

A. Reasonable Best Efforts.

The Parties agree to use their reasonable best efforts, including all steps required by this Agreement and other efforts that may be necessary or appropriate, by order of the MDL Court or otherwise, to carry out the terms of this Agreement.

B. No Admission.

Nothing in this Agreement, including any of its provisions, any statement made or document related to or filed in connection herewith, or the Parties' willingness to enter into this Agreement, shall be construed as an admission as to the propriety of the litigation in this matter or any other litigation, any liability or wrongdoing of any Released Party, or of the truth of any allegations in any complaint against any Released Party; and neither the Agreement nor any

statement made or document related to or filed in connection therewith shall be admissible in evidence for any purpose in any proceeding.

C. Enforcement.

Notwithstanding Section VIII.B above, this Agreement may be pleaded as a full and complete defense to any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted with respect to any of the Released Claims, and may be filed, offered, received into evidence, and otherwise used for such defense. This Agreement may also be used in connection with the Parties' application for approval or enforcement of this Agreement and all proceedings incident thereto, including requests for attorneys' fees, costs, disbursements and compensation to the Settlement Classes or ISHP Group Members and any disputes arising from this Agreement.

D. Authorization to Enter Agreement.

The undersigned representatives of AstraZeneca represent that they are fully authorized to enter into and execute this Agreement on behalf of AstraZeneca. Lead Class Counsel represent that they are fully authorized to conduct settlement negotiations with AstraZeneca's counsel on behalf of Class Plaintiffs and to enter into and execute this Agreement on behalf of Class Plaintiffs, subject to approval by the MDL Court pursuant to Fed. R. Civ. P. 23(e). ISHP Group Counsel represent that they are fully authorized to conduct settlement negotiations with AstraZeneca's Counsel and Lead Class Counsel on behalf of the ISHP Group and to enter into and execute this Agreement on behalf of the ISHP Group.

E. No Party Is the Drafter.

None of the Parties to this Agreement shall be considered the drafter of this Agreement or any included provision for the purpose of any statute, case law or rule of construction that would or might cause any provision to be construed against the drafter.

F. Choice of Law.

This Agreement shall be governed by and interpreted according to the substantive laws of the Commonwealth of Massachusetts without regard to its choice of law or conflict of laws principles.

G. Amendment or Waiver.

This Agreement shall not be modified in any respect except by a writing executed by all Parties to this Agreement. The waiver of any rights conferred by this Agreement shall be effective only if made in writing by the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior to, subsequent to, or contemporaneous with this Agreement.

H. Execution in Counterparts.

This Agreement may be executed in counterparts. Facsimile or PDF signatures shall be valid signatures as of the date thereof, although the original signature pages shall be appended to this Agreement and filed with the MDL Court thereafter.

I. Integrated Agreement.

This Agreement, including its Exhibits, contains an entire, complete, and integrated statement of the terms agreed to by and between the Parties. All prior settlement negotiations are merged herein.

J. Construction.

This Agreement shall be construed and interpreted to effectuate the Parties' intent, which is to resolve completely the Released Claims with respect to the AstraZeneca Releasees through this Agreement.

IX. TERMINATION OF THIS AGREEMENT

A. Automatic Termination.

Except as provided in Section IX.C below, this Agreement shall be terminated automatically, without notice, if the Court declines to enter an order approving this Agreement, or if such approval order does not become Final (as a result of reversal on appeal or otherwise).

B. Effect of Termination.

In the event of such termination, this Agreement shall be of no force or effect (except as provided in Section IX.C below); the Parties shall request the MDL Court to vacate any order certifying the Settlement Classes; and the remaining portion of any monies advanced by AstraZeneca, together with any accrued interest, shall be refunded to AstraZeneca by the Escrow Agent, net of (i) taxes paid or due to be paid on the Escrow Account, (ii) fees and costs paid or incurred for notice and administration of the Settlement, and (iii) any fees or costs paid or incurred for administration of the Escrow Account.

C. Effect of Termination on ISHP Release and Payment

Notwithstanding anything to the contrary in Section IX.B, termination of this Agreement shall not in any way modify or affect releases and covenants that previously had become effective under Section VI.A.3 above (“Released ISHP Claims”), which shall remain in full force and effect after termination.

In recognition of the fact that the ISHPs will have released all of the Released ISHP Claims upon receipt of the ISHP Group Initial Payment, if this Agreement is terminated pursuant Section IX.A above, and is not otherwise reconstituted by the parties hereto within thirty (30) months from the date of termination, and so long as the ISHP Group did in fact establish that the participating ISHPs, in the aggregate, provide or administer prescription drug benefits to, and had secured authorization to file claims for health plan clients representing, approximately sixty

percent (60%) or more of the covered lives privately insured in the United States, based upon U.S. census or equivalent data, the ISHP Group shall be entitled to payment of \$6.1 million (\$6,100,000) from AstraZeneca. The amount of \$6.1 million was calculated by taking twenty-five percent (25%) of the estimated amount that was to be deposited into the ISHP Settlement Pool net of all estimated expenses and fees that would have been incurred if this Agreement had not terminated.

IN WITNESS WHEREOF, the Parties hereto, by and through their fully authorized representatives, have executed this Agreement as of June 15, 2010.

Dated:

6/15/10

**Counsel for Defendant AstraZeneca
Pharmaceuticals LP**

Lead Counsel for Plaintiffs

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Dated: JUNE 18, 2010

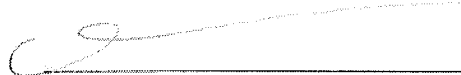
6/15/10

**Counsel for Defendant AstraZeneca
Pharmaceuticals LP**

Lead Counsel for Plaintiffs



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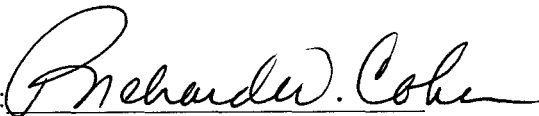
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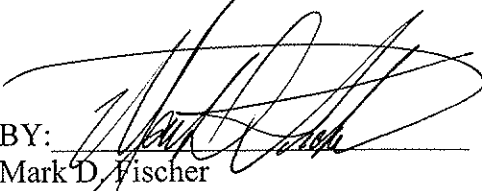
ISHP COUNSEL:

LOWEY DANNENBERG COHEN & HART, P.C.

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RAWLINGS & ASSOCIATES

BY: 

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Facsimile: (502) 584-8580

BLANK ROME LLP

BY: _____

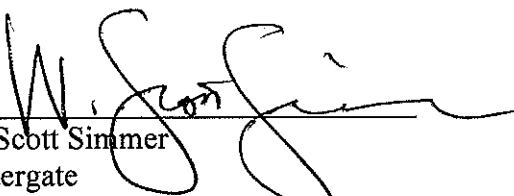
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DATED: _____

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DATED: 6/15/2010

EXHIBIT A

ISHP GROUP MEMBER LIST WITH COVERED LIVES INFORMATION

Average Wholesale Price Litigation AstraZeneca Settlement Participation List

Plan	Covered Lives
Aetna	13,861,191
Humana	11,358,428
CIGNA	9,081,140
BCBSNJ	3,377,000
BCBSLA	1,070,453
WellPoint	30,242,907
Verizon	700,000 (estimated, not in AIS)
Guardian	145,173
BCBS of Kansas	699,457
Arkansas Blue Cross and Blue Shield	876,284
-HMO Partners, Inc. d/b/a/ Health Advantage	144,983
-USABLE Life	<i>Incl in AR BCBS Total</i>
Blue Cross and Blue Shield Association	4,322,176 (estimated, not in AIS)
Blue Cross and Blue Shield of Florida	2,987,955
Blue Shield of California	2,597,823
Coventry Health Care	2,839,872
Government Employees Health Association, Inc.	439,138 (estimated, not in AIS)
Health Net, Inc.	3,298,563
EmblemHealth Services Company, LLC	
-Group Health Incorporated	2,700,311
-HIP Health Plan of New York (including Vytra Health Plans)	1,065,394
Inova Health System	105,900
KPS Health Plans	45,740
United HealthCare Services, Inc.	17,080,995
-Oxford Health Ins., Inc., Oxford Health Plans, Inc. and their affiliates	<i>Incl in United total</i>
-Mid Atlantic Medical Services, LLC	<i>Incl in United total</i>
-PacifiCare Health Systems, LLC	<i>Incl in United total</i>
BCBS Michigan	4,570,981
BCBS Tennessee & its subsidiaries	2,802,119
BCBS Vermont	166,153
BCBS Minnesota	2,900,515
The Regence Group	2,073,110
CareFirst BCBS	1,180,853
Medical Mutual of Ohio, Medical Health Insuring Corporation of Ohio, Medical Mutual Services, LLC, Carolina Care Plan, Inc., and Consumers Life Insurance Company	3,056,234
BCBSD, Inc. d/b/a BCBS Delaware	116,786
BCBS Massachusetts, Inc.	1,020,601
Mutual of Omaha Insurance Company	685,728 (approx.)
Hawaii Medical Service Association/Blue Cross Blue Shield of Hawaii	699,806
Federated Mutual Insurance Company	<i>Not in AIS</i>
BCBS Alabama	3,200,000 (approx.)
Health Care Service Corp.	12,109,624
HealthNow New York Inc.	555,282
Noridian Mutual Insurance Company	439,908
Tufts Associated Health Maintenance Organization, Inc.	344,440
WEA Insurance Corp.	<i>Not in AIS</i>
total	144,963,023

covered lives privately insured in the United States 200,992,000
Source: U.S. Census Bureau, Current Population Survey,
2009 Annual Social and Economic Supplement

ISHP Group authorization to file claims percentage of priv. ins. 72.12%

EXHIBIT B

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EXHIBIT C

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EXHIBIT D

NOTICE FORMS TO CLASS 3 CONSUMERS

EXHIBIT D.1

SHORT FORM PUBLICATION NOTICE TO CLASS 3 CONSUMERS

Legal Notice

If You Paid for Pulmicort Respules[®], You Could Receive Benefits From Class Action Settlements

Pulmicort Respules[®] is an inhaler used to treat asthma in children.

There are two Settlements in a class action concerning the price of Pulmicort Respules[®]. You can get a refund if you paid cash or a percentage co-payment for Pulmicort Respules[®]. A percentage co-payment varies with the cost of the drug. **The lawsuit does not concern the safety of Pulmicort Respules[®].**

What is the lawsuit about?

The lawsuit claims that AstraZeneca reported false and inflated average wholesale prices ("AWP") for Pulmicort Respules[®]. The reported AWP's are used to set drug prices that are paid by private health insurers and consumers paying cash or making percentage co-payments under private health insurance plans. The Settlements are not an admission of wrongdoing or an indication that any law was violated. AstraZeneca has entered into the Settlements to avoid further expense, and to avoid the risks of uncertain litigation. AstraZeneca denies any wrongdoing.

Am I included?

You are included if you paid cash or made a percentage co-payment for Pulmicort Respules[®] anytime from January 1, 1991 to June 11, 2010. You are not included if you made a flat co-payment or were never obligated to make a co-payment at all. Payments made under Medicare Part B are not included in these Settlements.

What do the Settlements Provide?

AstraZeneca will pay \$90 million in the Nationwide Settlement (\$40 million will go to a separate settlement with certain large insurers). AstraZeneca will pay \$13 million in the Massachusetts Settlement. After deducting attorneys' fees (not to exceed one-third of both Settlements), expenses, and other costs, the net fund will be distributed in cash to consumers, as well as to insurers and other entities who are included. Up to 11.11% of the net fund in each of the Nationwide Settlement and the Massachusetts Settlement will go

to consumers.

What can I get from the Settlements?

The amount of money you are eligible to receive will depend on how much Pulmicort Respules[®] you purchased, and on how many Class Members file valid claims. You may receive up to \$150 or more for your out-of-pocket payments for Pulmicort Respules[®].

How do I get a payment?

You will need to submit a Claim Form by **Month 00, 2010** to get a payment. Get a Claim Form at the website or by calling the toll-free number.

What are my other rights?

If you do not want to be legally bound by a Settlement, you must exclude yourself from that Settlement. The deadline to exclude yourself from a Settlement is **Month 00, 2010**. If you stay in a Settlement you will not be able to sue AstraZeneca for any claims relating to that Settlement. If you stay in a Settlement, you may object to that Settlement by **Month 00, 2010**. The Court will hold a hearing on **Month 00, 2010** to consider whether to approve the Settlements and a request for attorneys' fees. The Court has appointed attorneys to represent the Class. You or your own lawyer may ask to appear and speak at the hearing at your own expense.

For More Information: 1-800-000-0000

www.AstrazenecaSettlement.com

Legal Notice

**If You Paid for Zoladex[®],
You Could Receive Benefits From Class Action
Settlements**

Zoladex[®] treats prostate cancer, advanced breast cancer, endometriosis,
and fibrosis.

There are two Settlements in a class action concerning the price of Zoladex[®]. You can get a refund if you paid cash or a percentage co-payment for Zoladex[®]. A percentage co-payment varies with the cost of the drug. **The lawsuit does not concern the safety of Zoladex[®].**

What is the lawsuit about?

The lawsuit claims that AstraZeneca reported false and inflated average wholesale prices ("AWP") for Zoladex[®]. The reported AWP's are used to set drug prices that are paid by private health insurers and consumers paying cash or making percentage co-payments under private health insurance plans. The Settlements are not an admission of wrongdoing or an indication that any law was violated. AstraZeneca has entered into the Settlements to avoid further expense, and to avoid the risks of uncertain litigation. AstraZeneca denies any wrongdoing.

Am I included?

You are included if you paid cash or made a percentage co-payment for Zoladex[®] anytime from January 1, 1991 to June 11, 2010. You are not included if you made a flat co-payment or were never obligated to make a co-payment at all. Payments made under Medicare Part B are not included in these Settlements.

What do the Settlements Provide?

AstraZeneca will pay \$90 million in the Nationwide Settlement (\$40 million will go to a separate settlement with certain large insurers). AstraZeneca will pay \$13 million in the Massachusetts Settlement. After deducting attorneys' fees (not to exceed one-third of both Settlements), expenses, and other costs, the net fund will be distributed in cash to consumers, as well as to insurers and other entities who are included. Up to 11.11% of the net fund in each of the Nationwide Settlement and the Massachusetts

Settlement will go to consumers.

What can I get from the Settlements?

The amount of money you are eligible to receive will depend on how much Zoladex[®] you purchased, and on how many Class Members file valid claims. For claims during the years 1997 through 2003 you may receive up to three times your out-of-pocket payments for Zoladex[®].

How do I get a payment?

You will need to submit a Claim Form by **Month 00, 2010** to get a payment. Get a Claim Form at the website or by calling the toll-free number.

What are my other rights?

If you do not want to be legally bound by a Settlement, you must exclude yourself from that Settlement. The deadline to exclude yourself from a Settlement is **Month 00, 2010**. If you stay in a Settlement you will not be able to sue AstraZeneca for any claims relating to that Settlement. If you stay in a Settlement, you may object to that Settlement by **Month 00, 2010**. The Court will hold a hearing on **Month 00, 2010** to consider whether to approve the Settlements and a request for attorneys' fees. The Court has appointed attorneys to represent the Class. You or your own lawyer may ask to appear and speak at the hearing at your own expense.

For More Information: 1-800-000-0000

www.AstrazenecaSettlement.com

Legal Notice

If You Paid for Zoladex[®] or Pulmicort Respules[®],

You Could Receive Benefits From Class Action Settlements

Zoladex[®] treats prostate cancer, advanced breast cancer,
endometriosis, and fibrosis.

Pulmicort Respules[®] is an inhaler used to treat asthma in children.

There are two Settlements in a class action concerning the price of Zoladex[®] and Pulmicort Respules[®]. You can get a refund if you paid a percentage co-payment for either or both of these drugs. A percentage co-payment varies with the cost of the drug. **The lawsuit does not concern the safety of Zoladex[®] or Pulmicort Respules[®].**

What is the lawsuit about?

The lawsuit claims that AstraZeneca reported false and inflated average wholesale prices ("AWP") for Zoladex[®] and Pulmicort Respules[®]. The reported AWP's are used to set drug prices that are paid by private health insurers and consumers paying cash or making percentage co-payments under private health insurance plans. The Settlements are not an admission of wrongdoing or an indication that any law was violated. AstraZeneca has entered into the Settlements to avoid further expense and to avoid the risks of uncertain litigation. AstraZeneca denies any wrongdoing.

Am I included?

You are included if you paid cash or made a percentage co-payment for Zoladex[®] and/or Pulmicort Respules[®] anytime from January 1, 1991 to June 11, 2010. You are not included if you made a flat co-payment or were never obligated to make a co-payment at all. Payments made under Medicare Part B are not included in these Settlements.

What do the Settlements Provide?

AstraZeneca will pay \$90 million in the Nationwide Settlement (\$40 million will go to a separate settlement with certain large insurers). AstraZeneca will pay \$13 million in the Massachusetts Settlement. After deducting attorneys' fees (not to exceed one-third of both Settlements), expenses, and other

costs, the net fund will be distributed in cash to consumers, as well as to insurers and other entities who are included. Up to 11.11% of the net fund in each of the Nationwide Settlement and the Massachusetts Settlement will go to consumers.

What can I get from the Settlements?

The amount of money you are eligible to receive will depend on how much Zoladex[®] and Pulmicort Respules[®] you purchased, and on how many Class Members file valid claims. You can receive up to \$150 or more for your out-of-pocket payments for Zoladex[®] and/or Pulmicort Respules[®]. For claims during the years 1997 through 2003 you may receive up to three times your out-of-pocket payments for Zoladex[®].

How do I get a payment?

You will need to submit a Claim Form by **Month 00, 2010** to get a payment. Get a Claim Form at the website or by calling the toll-free number.

What are my other rights?

If you do not want to be legally bound by a Settlement, you must exclude yourself from that Settlement. The deadline to exclude yourself from a Settlement is **Month 00, 2010**. If you stay in a Settlement you will not be able to sue AstraZeneca for any claims relating to that Settlement. If you stay in a Settlement, you may object to that Settlement by **Month 00, 2010**. The Court will hold a hearing on **Month 00, 2010** to consider whether to approve the Settlements and a request for attorneys' fees. The Court has appointed attorneys to represent the Class. You or your own lawyer may ask to appear and speak at the hearing at your own expense.

For More Information: 1-800-000-0000 www.AstrazenecaSettlement.com

EXHIBIT D.2

LONG FORM NOTICE TO CLASS 3 CONSUMERS

If You Paid for Zoladex[®] or Pulmicort Respules[®], You Could Receive Benefits from Class Action Settlements.

Zoladex[®] is used to treat prostate cancer, advanced breast cancer, endometriosis, and fibrosis.

Pulmicort Respules[®] is an inhaler used to treat asthma in children.

A federal Court authorized this Notice. This is not a solicitation from a lawyer.

Two class action Settlements with AstraZeneca Pharmaceuticals LP (“AstraZeneca”), the maker of Zoladex[®] and Pulmicort Respules[®], have been reached. The lawsuit claims, but AstraZeneca denies, that AstraZeneca reported false and inflated average wholesale prices (“AWP”) for Zoladex[®] and Pulmicort Respules[®].

- You can get a refund if you paid cash or made a percentage co-payment for Zoladex[®] and/or Pulmicort Respules[®] from January 1, 1991 through June 11, 2010. A percentage co-payment varies with the cost of the drug. You cannot get a refund if you paid a flat co-payment.
- Up to \$10 million will be paid to consumers who file valid claims in the National Settlement. Up to \$1.4 million will be paid to consumers in the Massachusetts Settlement. You can receive up to \$150 or more for your out-of-pocket payments for Zoladex[®] and/or Pulmicort Respules[®]. For claims during the years 1997 through 2003 you may receive up to three times your out of pocket expenses for Zoladex.

A Summary of Your Rights and Choices:

Your Legal Rights Are Affected Even If You Do Not Act. Read This Notice Carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENTS	
SUBMIT A CLAIM FORM	The only way to get a payment from the Settlements.
EXCLUDE YOURSELF FROM ONE OR BOTH SETTLEMENTS	Get no benefit from that Settlement. This is the only option that allows you to ever be part of any other lawsuit against AstraZeneca about the claims in this case.
OBJECT/COMMENT	Remain in the Settlement(s) and write to the Court about what you think about the Settlements.
GO TO A HEARING	Remain in the Settlement(s) and ask to speak in Court about the fairness of the Settlements.
DO NOTHING	Get no payment. Give up rights to sue AstraZeneca about the claims in this lawsuit.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve each of the Settlements. Payments will be made if the Court approves the Settlements and after any appeals are resolved. Please be patient.

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For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com
Para una notificación en Español, llamar or visitar nuestro website

BASIC INFORMATION

1. Why is there a notice?

You have a right to know about two proposed Settlements that are part of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlements.

The Court in charge of the case is the United States District Court for the District of Massachusetts, and the case is called *In re: Pharmaceutical Industry Average Wholesale Price Litigation*, 01-CV-12257-PBS, MDL No. 1456. The people who sued are called Plaintiffs and the company they sued, AstraZeneca Pharmaceuticals LP, is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims, but AstraZeneca denies, that AstraZeneca reported false and inflated average wholesale prices (“AWP”) for Zoladex® and Pulmicort Respules®. The reported AWP’s are used to set drug prices that are paid by Medicare and its beneficiaries, private health insurers, and consumers making percentage co-payments under private health insurance plans.

AstraZeneca denies any wrongdoing, and the Settlements are not an admission of wrongdoing or an indication that any law was violated. AstraZeneca has entered into the Settlements solely to avoid further expense, inconvenience, and the burden of these litigations and to put to rest this controversy and to avoid the risks of uncertain litigation.

3. Why is this a class action?

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All these people are a class or class members, except for those who exclude themselves from the class.

WHO IS IN THE SETTLEMENTS

To see if you are entitled to benefits from these Settlements, you first have to determine if you are a Class Member.

4. How do I know if I am part of the Settlements?

Generally, under both Settlements you must have made a cash or a percentage co-payment for Zoladex® and/or Pulmicort Respules® during the period from January 1, 1991, through June 11, 2010.

- A cash payment is a payment for the full cost of the drug without the help of payment by an insurer or other source.
- A percentage co-payment varies with the cost of the drug (e.g. 10% or 20% of the cost of the drug).

**For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com
Para una notificación en Español, llamar or visitar nuestro website**

You are not a member of a Class if you only made flat co-payments (for example, a flat amount of \$10 or \$25 per prescription regardless of the cost of the drug), **if insurance paid all of your co-payment, or if you were never obligated to make a co-payment at all.**

The **Nationwide Settlement** includes:

- All natural persons in the United States who made, or incurred an obligation to make, a non-Medicare Part B payment for Zoladex[®] and/or Pulmicort Respules[®] purchased outside of the Commonwealth of Massachusetts, during the period from January 1, 1991, through June 11, 2010.

The **Massachusetts Settlement** includes:

- All natural persons who made, or were liable for all or any portion of, a non-Medicare Part B payment for Zoladex[®] and/or Pulmicort Respules[®] purchased in the Commonwealth of Massachusetts, during the period from January 1, 1991, through June 11, 2010.

5. Who else is included?

Entities, known as “Third-Party Payors” (“TPPs”) are also included in the Settlements. TPPs could include health insurers that paid all or part of the cost of Zoladex[®] and/or Pulmicort Respules[®] for their insured patients. This may also include employee welfare benefit plans, governmental plans or union plans that paid some portion of the cost of Zoladex[®] and/or Pulmicort Respules[®] for employees or family members of employees insured under these plans. Entities with self-funded plans that contract with a health insurance company or other entity to serve as a Third-Party claims administrator to administer their prescription drugs benefits qualify as TPPs.

A separate settlement has been reached with several large insurers referred to as Independent Settling Health Plans (“ISHPs”). ISHPs will share in the funds set aside for TPPs in the Nationwide Settlement.

6. I’m still not sure if I’m included.

If you are still not sure whether you are included, you can call 1-800-000-0000, visit the website www.AstrazenecaSettlement.com, or write to AstraZeneca AWP Settlement, P.O. 0000, West Palm Beach, FL 33416.

THE SETTLEMENTS’ BENEFITS

7. What does the Nationwide Settlement provide?

AstraZeneca will pay \$90 million to settle the Plaintiffs’ claims in the Nationwide Settlement. After deducting certain amounts, including attorneys’ fees, expenses, and payments to Class Representatives (*see* Question 17), the net fund will be distributed in cash to consumers who submit valid claims, as well as to TPPs. Consumers will receive up to 11.11% of the net fund, and up to 88.89% will go to TPPs and a group of ISHPs. If there is any money left in the Consumer Settlement Fund, after paying all valid claims, it will be paid to the TPPs and Independent Settling

**For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com
Para una notificación en Español, llamar or visitar nuestro website**

Health Plans. If consumer claims exceed the amount available, payments will be reduced on a proportional basis so that all valid claims can be paid.

More details are in Settlement Agreements, available at www.AstrazenecaSettlement.com.

8. What does the Massachusetts Settlement provide?

AstraZeneca will pay \$13 million to settle the Plaintiffs' claims in the Massachusetts Settlement. After deducting certain amounts, including attorneys' fees, expenses, and payments to Class Representatives (*see* Question 17), the net fund will be distributed in cash to consumers who submit valid claims, as well as to TPPs. Consumers will receive up to 11.11% of the net fund, and up to 88.89% will go to TPPs. If there is any money left in the Consumer Settlement Fund, after paying all valid claims, it will be paid to the TPPs. If consumer claims exceed the amount available, payments will be reduced on a proportional basis so that all valid claims can be paid.

More details are in Settlement Agreements, available at www.AstrazenecaSettlement.com.

9. What do I need to do to get a payment?

If you paid cash or a percentage co-payment for Zoladex[®] and/or Pulmicort Respules[®] between January 1, 1991 and June 11, 2010, you have two options to get a payment:

1) Easy Refund Option: You may sign the attached claim form under penalty of perjury, stating that you paid a percentage co-payment for either Zoladex[®] and/or Pulmicort Respules[®] between January 1, 1991 and June 11, 2010. Under this option you will be entitled to a one-time flat payment of up to \$150 depending on how many consumers file valid claims.

OR

2) Full Estimated Refund Option: You may complete the attached Claim Form and provide some documentation of your cash or percentage co-payments for Zoladex[®] and/or Pulmicort Respules[®] between January 1, 1991 and June 11, 2010, and receive a partial refund of the total amount you spent. The Claim Form explains what type of documentation is necessary to prove your claim. Please see Question 10 for more details on how the amount will be determined.

Claim Forms must be postmarked by **Month 00, 2010**, and mailed to:

AstraZeneca AWP Settlement
P.O. 0000
West Palm Beach, FL 33416

10. How are payments determined?

The amount of money you are eligible to receive will depend on how much Zoladex[®] and/or Pulmicort Respules[®] you purchased, and on how many Class Members file valid claims.

Easy Refund Option: If you select the "Easy Refund Option" you will receive a one-time payment of up to \$150.

**For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com
Para una notificación en Español, llamar or visitar nuestro website**

Full Estimated Refund Option: If you select to estimate your out-of-pocket expenses associated with Zoladex[®] and/or Pulmicort Respules[®], and provide the proper documentation (*see* Claim Form), your payment will be calculated as follows:

- Your out-of-pocket payments for Zoladex[®] during the period of December 1, 1997 through December 31, 2003 will be multiplied by a factor of three (3x) and added to your out-of-pocket payments for Zoladex[®] outside this period (with no multiplication factor). This amount will be added to your out-of-pocket expenditures for Pulmicort Respules[®] multiplied by .25.

Example: You paid (1) \$200 out-of-pocket for Zoladex[®] during the period of December 1, 1997 through December 31, 2003, (2) \$500 out-of-pocket for Zoladex[®] outside of this period, and (3) \$400 for Pulmicort Respules[®].

Payment Calculation:

$$\begin{aligned} \text{Zoladex}^{\text{®}} &= (\$200 \text{ Zoladex}^{\text{®}} \times 3) + \$500 \text{ Zoladex}^{\text{®}} = \$1,100 \\ \text{Pulmicort Respules}^{\text{®}} &= (\$400 \text{ Pulmicort Respules}^{\text{®}} \times .25) = \$100 \\ \text{Both} &= (\$200 \text{ Zoladex}^{\text{®}} \times 3) + \$500 \text{ Zoladex}^{\text{®}} + (\$400 \text{ Pulmicort Respules}^{\text{®}} \times .25) \\ &= \$1,200 \end{aligned}$$

If consumer claims exceed the amount available, payments will be reduced on a proportional basis so that all valid claims can be paid.

REMAINING IN THE SETTLEMENTS

11. What happens if I do nothing at all?

If you do nothing, you will not get any money from the Settlements. You will be bound by the Court's decisions. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against AstraZeneca about the legal issues in this case, ever again.

12. What am I giving up to stay in the Settlements?

Unless you exclude yourself from a Settlement, you can't sue AstraZeneca, continue to sue, or be part of any other lawsuit against AstraZeneca about the legal issues in this case. It also means that all of the decisions by the Court will bind you. The "Release of Claims" is described more fully in each Settlement Agreement and describes exactly the legal claims that you give up if you remain in that Settlement. The Settlement Agreements are available at www.AstrazenecaSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

If you don't want a payment from a Settlement, and you want to keep the right to sue or continue to sue AstraZeneca on your own about the legal issues in this case, then you must take steps to get out of these Settlements. This is called excluding yourself – or "opting out" of the Class.

For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com
Para una notificación en Español, llamar or visitar nuestro website

13. How do I get out of the Settlements?

To exclude yourself from a Settlement, you must send a letter that includes the following:

- Your name, address and telephone number,
- A statement saying that you want to be excluded from either or both of the National AstraZeneca Consumer Class Settlement and the Massachusetts AstraZeneca Consumer Class Settlement in *In re: Pharmaceutical Industry Average Wholesale Price Litigation*, 01-CV-12257-PBS, MDL No. 1456,
- Note whether you want to exclude yourself from the Nationwide Settlement or Massachusetts Settlement (or both), and
- Your signature.

You must mail your exclusion request, postmarked no later than **Month 00, 2010**, to:

AstraZeneca AWP Settlement
P.O. 0000
West Palm Beach, FL 33416

14. If I don't exclude myself, can I sue AstraZeneca for the same thing later?

No. Unless you exclude yourself, you give up the right to sue AstraZeneca for the claims that the Settlements resolve. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit.

15. If I exclude myself, can I still get a payment from the Settlements?

No. You will not get any money if you exclude yourself from the Settlement(s).

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court has appointed the following law firms to represent you and other Class Members:

Hagens Berman Sobol Shapiro LLP
www.hbsslaw.com
1918 Eighth Avenue, Suite 3300
Seattle, WA 98101

and

55 Cambridge Parkway, Suite 301
Cambridge, MA 02142

Hoffman & Edelson LLC
45 West Court Street
Doylestown, PA 18901

Spector Roseman Kodroff & Willis, PC
www.srk-law.com
1818 Market Street, Suite 2500
Philadelphia, PA 19103

Wexler Wallace LLP
www.wtwlaw.us
55 West Monroe Street, Suite 3300
Chicago, IL 60603

**For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com
Para una notificación en Español, llamar o visitar nuestro website**

These lawyers are called Class Counsel. You won't be charged personally for these lawyers, but they will ask the Court to award them a fee that will be paid out of the Settlement Funds. More information about Class Counsel and their experience is available at the Web sites listed above.

17. How will the lawyers be paid?

Class Counsel may ask the Court for attorneys' fees not to exceed one-third of the Settlement Funds (after deducting any amount that AstraZeneca gets back from any TPP exclusions) plus reimbursement of their expenses. Class Counsel will also request each of the Class Representatives who helped the lawyers on behalf of the whole Class be compensated for the time spent helping litigate the case.

COMMENTING ON THE SETTLEMENTS

You can tell the Court that you don't agree with either Settlement or some part of them.

18. How do I tell the Court what I think about a Settlement?

If you have comments about, or disagree with, any aspect of the Settlement(s), including the requested attorneys' fees, you may express your views to the Court by writing to the address below. The written response should include your name, address, telephone number, the case name and number (*In re: Pharmaceutical Industry Average Wholesale Price Litigation*, 01-CV-12257-PBS, MDL No. 1456), a reference to the National AstraZeneca Consumer Class Settlement and/or the Massachusetts AstraZeneca Consumer Class Settlement, a brief explanation of your reasons for objection, and your signature. The response must be postmarked no later than **Month 00, 2010** and mailed to:

Clerk of Court
John Joseph Moakley U.S. Courthouse
1 Courthouse Way, Suite 2300
Boston, Massachusetts 02210

19. What's the difference between objecting to and asking to be excluded?

Objecting is simply telling the Court that you don't like something about the Settlements. You can object to a Settlement only if you do not exclude yourself from that Settlement. Excluding yourself from a Settlement is telling the Court that you don't want to be part of that Settlement. If you exclude yourself from a Settlement, you have no basis to object to that Settlement because it no longer affects you.

THE COURTS FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve each of the Settlements and any requests for fees and expenses. You may attend and you may ask to speak, but you don't have to.

**For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com
Para una notificación en Español, llamar or visitar nuestro website**

20. When and where will the Court decide whether to approve the Settlements?

The Court will hold a Fairness Hearing at **Time x.m.** on **Month 00, 2010**, at the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, MA 02210. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.AstrazenecaSettlement.com for updated information. At this hearing the Court will consider whether each of the Settlements is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and Class Representatives. If there are objections or comments, the Court will consider them at this time. After the hearing, the Court will decide whether to approve each of the Settlements. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

Attendance is not required, even if you properly mailed a written response. Class Counsel is prepared to answer the Court's questions on your behalf. If you or your personal attorney still want to attend the hearing, you are more than welcome at your expense. However, it is not necessary that you attend. As long as the objection was postmarked before the deadline the Court will consider it.

22. May I speak at the hearing?

If you want your own lawyer instead of Class Counsel to speak at the Final Approval Hearing, you must give the Court a paper that is called a "Notice of Appearance." The Notice of Appearance should include the name and number of the lawsuit (*In re: Pharmaceutical Industry Average Wholesale Price Litigation*, 01-CV-12257-PBS, MDL No. 1456), and state that you wish to enter an appearance at the Fairness Hearing. It also must include your name, address, telephone number, and signature. Your "Notice of Appearance" must be postmarked no later than **Month 00, 2010**. You cannot speak at Hearing if you asked to be excluded from a Settlement.

The Notice of Appearance must be filed with the Court at the address in Question 13.

GETTING MORE INFORMATION

23. How do I get more information?

This Notice summarizes the Settlements. You can get more information about the Settlements at www.AstrazenecaSettlement.com, by calling 1-800-000-0000, or writing to AstraZeneca AWP Consumer Class Settlement, P.O. 0000, West Palm Beach, FL 33416.

**For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com
Para una notificación en Español, llamar o visitar nuestro website**

EXHIBIT D.3

CONSUMER CLAIM FORM

**ASTRAZENECA CLASS 2 AND 3
MASSACHUSETTS AND NON-MASSACHUSETTS
SETTLEMENT CLAIM FORM**

How to Apply for a Payment from the Proposed Settlements

If you would like to submit a claim in either or both of the AstraZeneca Massachusetts Settlement or the AstraZeneca National Settlement, complete this form and mail it to the address below.

YOUR CLAIM MUST BE POSTMARKED BY MONTH 00, 0000

Your claim should be mailed to:

AstraZeneca Class 2 and 3 Settlement
Administrator
c/o Rust Consulting, Inc.
P.O. Box 000000
West Palm Beach, FL 33416

Section A: Claimant Identification

Please provide us with the following information related to the individual who was prescribed one or more of the Class Drugs. This person is referred to as the "Claimant."

Claimant's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Date of Birth: _____

Daytime Telephone Number: (____) ____ - ____

Section B: Claimant Representative Information

If you are the Claimant, do not complete this section. Complete this section only if you are a representative (such as a spouse, guardian, executor or personal representative) filing this claim on behalf of the Claimant listed above. Please provide YOUR name, relationship to the claimant, and YOUR contact information in the spaces provided below.

Contact Name: _____ Relationship to Patient: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Telephone Number: (____) ____ - ____

Section C: Should I file a Claim Form?

Please answer the following questions in order to determine if the Claimant is eligible for cash from the proposed Settlement:

1. Were you, or the Claimant that you are filing on behalf of, prescribed either Zoladex® or Pulmicort Respules® during the period from January 1, 1991 to June 11, 2010? ☐ Yes ☐ No
2. Did you, or the Claimant that you are filing on behalf of, pay either the full price of the drug or a percentage of the cost of the drug(s)? ☐ Yes ☐ No

Note: If you paid a flat co-payment (i.e., your out-of-pocket expense was always the same for every drug, like a \$10 or \$25 co-pay) you did not pay a percentage of the cost.

If you answered **No** to any of the questions above, you are not eligible to receive any benefits from these proposed Settlements. You may disregard this Notice and Claim Form. If you answered **Yes** to both of these questions, you should fill out Sections D, Section E and Section G below.

SECTION D: Choose a Refund Option – You Have Two Options

Please check one of the boxes below in order to choose your refund option:

- ☐ **Option 1:** I choose the **EASY REFUND** option. I understand that I will receive a payment of up to \$150.00 from the Settlements and that I will not be required to provide additional documentation unless requested by the Claims Administrator.
- ☐ **Option 2:** I choose the **FULL REFUND** option. I understand that in order to receive a full refund I must provide one form of proof of a full cash or percentage co-payment for each separate drug for which I am seeking a refund. The list of acceptable forms of proof are listed below in Section F under "Option 2: FULL REFUND." Please include all proof(s) of payment when submitting this Claim Form.

Section E: Drug Purchase Information – Fill Out ONLY if you chose Option 2 – FULL REFUND

Instructions for Completing the Out-of-Pocket Expenditures Chart

A. In the Out-of-Pocket Expenditures Chart below, please provide the total amount paid (not monthly) by the Claimant, or the amount the Claimant is obligated to pay, for each of the drugs listed, during the time periods in the table.

- Print clearly
- Do not include flat co-payments in the total amounts paid
- Enter the full amount paid, not a monthly amount

B. For example, if you made a percentage co-payment for Pulmicort Respules® 6 times for \$18 each, please print \$108 for the Amount.

OUT-OF-POCKET EXPENDITURES

1. Expenditures in Massachusetts			
Drug Name	Total Amount Paid From January 1, 1991 to November 30, 1997	Total Amount Paid From December 1, 1997 to December 31, 2003	Total Amount Paid From January 1, 2004 to _____, 2010
Zoladex®	\$	\$	\$
	Total Amount Paid From January 1, 1991 to June 11, 2010		
Pulmicort Respules®	\$		

2. Expenditures Outside Massachusetts			
Drug Name	Total Amount Paid From January 1, 1991 to November 30, 1997	Total Amount Paid From December 1, 1997 to December 31, 2003	Total Amount Paid From January 1, 2004 to June 11, 2010
Zoladex®	\$	\$	\$
	Total Amount Paid From January 1, 1991 to June 11, 2010		
Pulmicort Respules®	\$		

SECTION F: Proof of Payment – Provide ONLY if you chose Option 2 – FULL REFUND

If you chose Option 2, you must provide proof that you made a full cash payment or a percentage co-payment for each of the drugs you are claiming in the table in Section E above. You only need to provide one form of proof for each of the drugs.

Any one of the following are acceptable as proof of a full cash payment or a percentage co-payment for one of the Class Drugs:

- (1) A receipt, cancelled check, or credit card statement that shows a payment for one of the drugs (other than a flat co-payment); or
- (2) A letter from a doctor saying that he or she prescribed one of the drugs and you paid part or all of the cost of one of the drugs (other than a flat co-payment) at least once.
- (3) An EOB (explanation of benefits) from your insurer that shows you made or are obligated to make full cash or percentage co-payments for the drugs.
- (4) A notarized statement signed by you indicating you paid or are obligated to pay the total cost or a percentage co-payment for prescriptions between January 1, 1991 through June 11, 2010, including the total of all full cash and/or percentage co-payments for the drugs during the time period.
- (5) Records from your pharmacy showing that you made full cash and/or percentage co-payments for the drugs purchased between January 1, 1991 through June 11, 2010.

SECTION G: Sworn Statement Regarding Payments Made

I declare under penalty of perjury that the information provided here is, to the best of my knowledge, correct. I also declare under penalty of perjury that I paid the total cost or a percentage co-pay for one or more of the drugs as indicated in this claim form at some time during the period from January 1, 1991 through June 11, 2010. If not submitting this for myself, I am authorized to submit this form on behalf of the patient identified above because I am the spouse of a deceased patient or the legal representative of a deceased patient's estate.¹

Signature

Date

Mail all pages of this claim form along with proof(s) of payment to the following address:

AstraZeneca Class 2 and 3 Settlement Administrator
c/o Rust Consulting, Inc.
P.O. Box XXXX
West Palm Beach, FL 33416

Toll-Free Telephone: X-XXX-XXX-XXXX

www.website.com

- ¹ Please note that your signature on this Claim Form indicates that you declare, under penalty of perjury, that you (or someone on whose behalf you are acting) made a percentage co-payment for one or more of the drugs at some time during the Class Period. As a result, providing false information on this Claim Form could constitute perjury.

EXHIBIT E

NOTICE FORMS TO TPPs

EXHIBIT E.1

LONG FORM NOTICE TO TPPs

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS

**If You are a Third-Party Payor and You Made Reimbursements
for Zoladex[®] or Pulmicort Respules[®],
You Could Receive Benefits from Class Action Settlements.**

Zoladex[®] is used to treat prostate cancer, advanced breast cancer, endometriosis, and fibrosis.
Pulmicort Respules[®] is an inhaler used to treat asthma in children.

A federal Court authorized this Notice. This is not a solicitation from a lawyer.

- Two class action Settlements with AstraZeneca Pharmaceuticals LP (“AstraZeneca”), the maker of Zoladex[®] and Pulmicort Respules[®], have been reached. The lawsuit claims, but AstraZeneca denies, that AstraZeneca reported false and inflated average wholesale prices (“AWP”) for Zoladex[®] and Pulmicort Respules[®].
- The Settlements cover Third-Party Payors (“TPPs”) payments of all or some portion of an insureds Medicare Part B co-payments for Zoladex[®] and/or Pulmicort Respules[®] from January 1, 1991 through January 1, 2005 and non-Medicare Part B reimbursements for Zoladex[®] and Pulmicort Respules[®] from January 1, 1991 through June 11, 2010.
- Approximately 88% of the Settlement Funds in the National Settlement Agreement (approximately \$80 million) and 88% of the Settlement Funds in the Massachusetts Settlement Agreement (approximately \$11.4 million) will be paid to TPPs who file valid claims. The funds in the National Settlement will also be shared with large insurers, referred to as Independent Settling Health Plans, who have settled separately with AstraZeneca over the same claims.

A Summary of Your Rights and Choices:

Your Legal Rights Are Affected Even If You Do Not Act. Read This Notice Carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENTS	
SUBMIT A CLAIM FORM	The only way to get a payment from the Settlements.
EXCLUDE YOURSELF FROM ONE OR BOTH SETTLEMENTS	Get no benefit from that Settlement. This is the only option that allows you to ever be part of any other lawsuit against AstraZeneca about the claims in this case.
OBJECT/COMMENT	Remain in the Settlement(s) and write to the Court about what you think about the Settlements and whether the Court should approve the Settlements.
GO TO A HEARING	Remain in the Settlement(s) and ask to speak in Court about the fairness of the Settlements.
DO NOTHING	Get no payment. Give up rights to sue AstraZeneca about the claims in this lawsuit.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve each of the Settlements. Payments will be made if the Court approves the Settlements and after any appeals are resolved. Please be patient.

For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com

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For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com

BASIC INFORMATION

1. Why is there a notice?

You have a right to know about two proposed Settlements that are part of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlements.

The Court in charge of the case is the United States District Court for the District of Massachusetts, and the case is called *In re: Pharmaceutical Industry Average Wholesale Price Litigation*, 01-CV-12257-PBS, MDL No. 1456. The people who sued are called Plaintiffs and the company they sued, AstraZeneca Pharmaceuticals LP, is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims, but AstraZeneca denies, that AstraZeneca reported false and inflated average wholesale prices (“AWP”) for Zoladex[®] and Pulmicort Respules[®]. The reported AWP’s are used to set drug prices that are paid by Medicare and its beneficiaries, private health insurers, and consumers making percentage co-payments under private health insurance plans.

AstraZeneca denies any wrongdoing, and the Settlements are not an admission of wrongdoing or an indication that any law was violated. AstraZeneca has entered into the Settlements solely to avoid further expense, inconvenience, and the burden of these litigations and to put to rest this controversy and to avoid the risks of uncertain litigation.

3. Why is this a class action?

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All these people are a class or class members, except for those who exclude themselves from the class.

WHO IS IN THE SETTLEMENTS

To see if you are entitled to benefits from these Settlements, you first have to determine if you are a Class Member.

4. How do I know if I am part of the Settlements?

The **Nationwide Settlement** includes:

- Third-Party Payors (“TPPs”) in the United States who, from January 1, 1991 through January 1, 2005, made, or incurred an obligation to make, reimbursements for any portion of a Medicare Part B co-payment for Zoladex[®] and/or Pulmicort Respules[®] purchased outside of the Commonwealth of Massachusetts.
- TPPs in the United States who made, or incurred an obligation to make, non-Medicare Part B reimbursements for Zoladex[®] and/or Pulmicort Respules[®] purchased outside of the

For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com

Commonwealth of Massachusetts, during the period from January 1, 1991, through June 11, 2010.

The **Massachusetts Settlement** includes:

- TPPs in the United States that, from January 1, 1991 through January 1, 2005, made, or incurred an obligation to make, reimbursements for any portion of a Medicare Part B co-payment for Zoladex[®] and/or Pulmicort Respules[®] purchased in the Commonwealth of Massachusetts.
- TPPs that made, or incurred an obligation to make, non-Medicare Part B reimbursements for Zoladex[®] and/or Pulmicort Respules[®] purchased in the Commonwealth of Massachusetts, during the period from January 1, 1991 through June 11, 2010.

5. Which entities are included?

Entities, known as “Third-Party Payors” (“TPPs”), include health insurers (other than the Independent Settling Health Plans) that paid all or part of the cost of Zoladex[®] and/or Pulmicort Respules[®] for their insured patients. This may also include employee welfare benefit plans, governmental plans or unions plans that paid some portion of the cost of Zoladex[®] and/or Pulmicort Respules[®] for employees or family members of employees insured under these plans. Entities with self-funded plans that contract with a health insurance company or other entity to serve as a Third-Party claims administrator to administer their prescription drug benefits qualify as TPPs.

You are automatically included in the Settlements if you:

- Paid some or all of the purchase price, or reimbursed an insured or health plan participant or beneficiary for some or all of the purchase price for Zoladex[®] and/or Pulmicort Respules[®], and
- Reimbursed the purchase price between January 1, 1991 and January 1, 2005 for payments of an insured Medicare co-payment, and/or
- Reimbursed the purchase price between January 1, 1991 and June 11, 2010 for payments outside of Medicare.

A separate settlement has been reached with several large insurers referred to as Independent Settling Health Plans (“ISHPs”). ISHPs will share in the funds set aside for TPPs in the Nationwide Settlement.

6. I’m still not sure if I’m included.

If you are still not sure whether you are included, you can call 1-800-000-0000, visit the website www.AstrazenecaSettlement.com, or write to AstraZeneca AWP Settlement, P.O. 0000, West Palm Beach, FL 33416.

For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com

THE SETTLEMENTS' BENEFITS

7. What does the Nationwide Settlement provide?

AstraZeneca will pay \$90 million to settle the Plaintiffs' claims in the Nationwide Settlement. After deducting certain amounts, including attorneys' fees, expenses, and payments to Class Representatives (*see* Question 17), the net fund will be distributed in cash to TPPs, as well as consumers. TPPs will receive up to 88.89% of the net fund, and up to 11.11% will go to consumers. Half of the amounts allocated to TPPs will be used to satisfy the claims of Independent Settling Health Plans. If there is any money left in the Consumer Settlement Fund, after paying all valid claims, it will be paid to the TPPs and Independent Settling Health Plans. If claims exceed the amount available, payments will be reduced on a proportional basis so that all valid claims can be paid.

If you are a TPP and you want to get out of the Settlements (*see* the section called "Excluding Yourself From the Settlements" below), the TPP Settlement Fund will be reduced by the amount of money you would have received if you filed a valid claim. More details are in Settlement Agreements, available at www.AstrazenecaSettlement.com.

8. What does the Massachusetts Settlement provide?

AstraZeneca will pay \$13 million to settle the Plaintiffs' claims in the Massachusetts Settlement. After deducting certain amounts, including attorneys' fees, expenses, and payments to Class Representatives (*see* Question 17), the net fund will be distributed in cash to TPPs, as well as consumers. TPPs will receive at least 88.89% of the net fund, and up to 11.11% will go to consumers. If there is any money left in the Consumer Settlement Fund, after paying all valid claims, it will be paid to the TPPs. If claims exceed the amount available, payments will be reduced on a proportional basis so that all valid claims can be paid.

If you are a TPP and you want to get out of the Settlements (*see* the section called "Excluding Yourself From the Settlements" below), the TPP Settlement Fund will be reduced by the amount of money you would have received if you filed a valid claim. More details are in Settlement Agreements, available at www.AstrazenecaSettlement.com.

9. What do I need to do to get a payment?

If you paid reimbursements for Zoladex[®] and/or Pulmicort Respules[®] between January 1, 1991 and June 11, 2010, you may complete the attached Claim Form and provide documentation of your reimbursements as set forth on the Claim Form. Please see Question 10 for more details on how the amount will be determined.

Claim Forms must be postmarked by **Month 00, 2010**, and mailed to:

AstraZeneca AWP Settlement
P.O. 0000
West Palm Beach, FL 33416

For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com

10. How are payments determined?

The Settlement Fund amount initially available for TPPs in the class is \$40 million and is called the TPP Settlement Pool. A portion of the Court-approved deductions for attorneys' fees, litigation costs and expenses, and the cost of notice and administration will be deducted from this amount. The remaining amount will be paid to TPPs based on the amount they paid for Zoladex[®] and/or Pulmicort Respules[®] in proportion to what was paid by all TPPs who submit claims.

The Settlement provides that there may be an adjustment of the TPP Settlement Pool and the portion of the Settlement Fund available for TPPs who settled separately from the class (the "ISHP Settlement Pool").

The Settlement Agreement also provides that any undistributed portion of the \$10 million allocated to satisfy claims of Consumer Class Members will be distributed to TPPs and ISHPs.

The final TPP Settlement Pool and final ISHP Settlement Pool may be more or less than \$40 million, depending on the number and validity of the Claims submitted by TPPs. This adjustment procedure is intended to ensure that class member TPPs receive the same *pro rata* recovery as the ISHPs.

REMAINING IN THE SETTLEMENTS

11. What happens if I do nothing at all?

If you do nothing, you will not get any money from the Settlements. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against AstraZeneca about the legal issues in this case, ever again.

12. What am I giving up to stay in the Settlements?

Unless you exclude yourself from a Settlement, you can't sue AstraZeneca, continue to sue, or be part of any other lawsuit against AstraZeneca about the legal issues in this case. It also means that all of the decisions by the Court will bind you. The "Release of Claims" is described more fully in each Settlement Agreement and describes exactly the legal claims that you give up if you remain in that Settlement. The Settlement Agreements are available at www.AstrazenecaSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

If you don't want a payment from a Settlement, and you want to keep the right to sue or continue to sue AstraZeneca on your own about the legal issues in this case, then you must take steps to get out of the Settlements. This is called excluding yourself – or "opting out" of the Class.

13. How do I get out of the Settlements?

To exclude yourself from a Settlement, you must send a letter that includes the following:

For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com

- Your name, address and telephone number,
- A statement saying that you want to be excluded from either or both the National AstraZeneca Settlement and the Massachusetts AstraZeneca Settlement in *In re: Pharmaceutical Industry Average Wholesale Price Litigation*, 01-CV-12257-PBS, MDL No. 1456,
- Note whether you want to exclude yourself from the Nationwide Settlement or Massachusetts Settlement (or both), and
- Your signature.

You must mail your exclusion request, postmarked no later than **Month 00, 2010**, to:

AstraZeneca AWP Settlement
P.O. 0000
West Palm Beach, FL 33416

14. If I don't exclude myself, can I sue AstraZeneca for the same thing later?

No. Unless you exclude yourself, you give up the right to sue AstraZeneca for the claims that the Settlements resolve. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit.

15. If I exclude myself, can I still get a payment from the Settlements?

No. You will not get any money if you exclude yourself from the Settlement(s).

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court has appointed the following law firms to represent you and other Class Members:

Hagens Berman Sobol Shapiro LLP
www.hbsslaw.com
1918 Eighth Avenue, Suite 3300
Seattle, WA 98101

and

55 Cambridge Parkway, Suite 301
Cambridge, MA 02142

Hoffman & Edelson LLC
45 West Court Street
Doylestown, PA 18901

Spector Roseman Kodroff & Willis, PC
www.srk-law.com
1818 Market Street, Suite 2500
Philadelphia, PA 19103

Wexler Wallace LLP
www.wtwlaw.us
55 West Monroe Street, Suite 3300
Chicago, IL 60603

These lawyers are called Class Counsel. You won't be charged personally for these lawyers, but they will ask the Court to award them a fee that will be paid out of the Settlement Funds. More information about Class Counsel and their experience is available at the Web sites listed above.

For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com

17. How will the lawyers be paid?

Class Counsel may ask the Court for attorneys' fees not to exceed one-third of the Settlement Funds (after deducting any amount that AstraZeneca gets back from any TPP exclusions) plus reimbursement of their expenses. Class Counsel will also request that each of the Class Representatives who helped the lawyers on behalf of the whole Class be compensated for the time they spent helping litigate the case.

COMMENTING ON THE SETTLEMENTS

You can tell the Court that you don't agree with either Settlement or some part of them.

18. How do I tell the Court what I think about a Settlement?

If you have comments about, or disagree with, any aspect of the Settlement(s), including the requested attorneys' fees, you may express your views to the Court by writing to the address below. The written response should include your name, address, telephone number, the case name and number (*In re: Pharmaceutical Industry Average Wholesale Price Litigation*, 01-CV-12257-PBS, MDL No. 1456), a reference to the National AstraZeneca Class Settlement and/or the Massachusetts AstraZeneca Class Settlement, a brief explanation of your reasons for objection, and your signature. The response must be postmarked no later than **Month 00, 2010** and mailed to:

Clerk of Court
John Joseph Moakley U.S. Courthouse
1 Courthouse Way, Suite 2300
Boston, Massachusetts 02210

19. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlements. You can object to a Settlement only if you do not exclude yourself from that Settlement. Excluding yourself from a Settlement is telling the Court that you don't want to be part of that Settlement. If you exclude yourself from a Settlement, you have no basis to object to that Settlement because it no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve each of the Settlements and any requests for fees and expenses. You may attend and you may ask to speak, but you don't have to.

20. When and where will the Court decide whether to approve the Settlements?

The Court will hold a Fairness Hearing at **Time x.m.** on **Month 00, 2010**, at the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, MA 02210. The hearing may be moved to a different date or time

For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com

without additional notice, so it is a good idea to check www.AstrazenecaSettlement.com for updated information. At this hearing the Court will consider whether each of the Settlements is fair, reasonable and adequate. The Court will also consider how much to pay Class Counsel and Class Representatives. If there are objections or comments, the Court will consider them at this time. After the hearing, the Court will decide whether to approve each of the Settlements. Is is not known how long these decisions will take.

21. Do I have to come to the hearing?

Attendance is not required, even if you properly mailed a written response. Class Counsel is prepared to answer the Court's questions on your behalf. If you or your personal attorney still want to attend the hearing, you are more than welcome at your expense. However, it is not necessary that you attend. As long as the objection was postmarked before the deadline the Court will consider it.

22. May I speak at the hearing?

If you want your own lawyer instead of Class Counsel to speak at the Final Approval Hearing, you must give the Court a paper that is called a "Notice of Appearance." The Notice of Appearance should include the name and number of the lawsuit (*In re: Pharmaceutical Industry Average Wholesale Price Litigation*, 01-CV-12257-PBS, MDL No. 1456), and state that you wish to enter an appearance at the Fairness Hearing. It also must include your name, address, telephone number, and signature. Your "Notice of Appearance" must be postmarked no later than **Month 00, 2010**. You cannot speak at the Hearing if you previously asked to be excluded from a Settlement.

The Notice of Appearance must be filed with the Court at the address in Question 13.

GETTING MORE INFORMATION

23. How do I get more information?

This Notice summarizes the Settlements. You can get more information about the Settlements at www.AstrazenecaSettlement.com, by calling 1-800-000-0000, or writing to AstraZeneca AWP Settlement, P.O. 0000, West Palm Beach, FL 33416.

For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com

EXHIBIT E.2

TPP CLAIM FORM

In re Pharmaceutical Industry Average Wholesale Price Litigation

Master Docket No. 01-CV-12257-PBS, MDL No. 1456

U.S. District Court for the District of Massachusetts

THIRD-PARTY PAYOR CLAIM FORM
Related to AstraZeneca Non-Massachusetts and Massachusetts
Classes Two and Three

The information you provide will be kept confidential and will be used only for administering this Proposed Settlement. A Protective Order has been entered by the Court which can be downloaded from the Settlement website, www.xxxxxxxxxx.com. If you have any questions, please call the Settlement Administrator at 1-800-XXX-XXXX.

A TPP Class Member or an authorized agent can complete this Claim Form. If both a Class Member and its authorized agent submit a Claim Form, the Settlement Administrator will only consider the Class Member's Claim Form. The Settlement Administrator may request supporting documentation. The claim may be rejected if any requested documentation is not provided.

If you are a Class Member submitting a Claim Form on your own behalf, you must provide the information requested in "**Part 1, Section A – COMPANY OR HEALTH PLAN CLASS MEMBER ONLY**," in addition to the other information requested by this Claim Form.

If you are an authorized agent and one or more Class Members have authorized you to submit a Claim Form on its behalf, you must provide the information requested in "**Part 1, Section B – AUTHORIZED AGENTS ONLY**," in addition to the other information requested by this Claim Form. You may submit a separate Claim Form for each Class Member that has duly authorized you to do so, OR you may submit one Claim Form for all such Class Members that have authorized you to do so, as long as you provide the information required (as indicated below) for each Class Member on whose behalf you are submitting the form.

If you are submitting Claim Forms both on your own behalf as a Class Member AND as an authorized agent on behalf of one or more Class Members that have authorized you to do so, you should submit one Claim Form for yourself, completing Section A and another Claim Form or Forms as an authorized agent for the other Class Member(s), completing Section B. **Do not submit a Claim Form on behalf of any Class Member without obtaining and providing specific prior authorization from that Class Member.**

CLAIM DOCUMENTATION INSTRUCTIONS

Please provide data and information with your Claim Form sufficient to show your purchases of Zoladex® and/or Pulmicort Respules® during the period January 1, 2003 to December 31, 2004, net of co-pays, deductibles, rebates, refunds, credits and/or co-insurance. It is mandatory that you provide the data indicated for categories 4, 12, 13, 14, and 17 below. The information called for by all other categories may be produced if you can do so using your reasonable best efforts. Pursuant to order of the Court, this information must be kept confidential by the Settlement Administrator and shall be used for the sole purpose of determining settlement payment amounts to consumer co-payors.

Pursuant to order of the Court, TPPs who provide this information will fall within the safe harbor of the Health Insurance Portability and Accountability Act for court-ordered production of personal health information, 45 C.F.R. § 164.512(e)(1)(i), and TPPs shall have no liability under HIPAA or any state confidentiality statute, regulation, or other requirement, for supplying such member information to the Claims Administrator. Further, TPPs will not be deemed to be guarantors for the completeness or accuracy of the data they provide. TPPs shall not be liable in any way to any party, class member, member, or any other person or entity for any claim related to the completeness or accuracy of any data provided, or for any other liability of any kind.

The requested categories of information are set forth below. For your convenience, a mock spreadsheet is attached at the end of this claim form. In addition, an Excel spreadsheet can be downloaded from the Settlement website, www.xxxxxxxxxx.com. Please use this format if possible.

1. **Patient First Name - The first name of the patient.** — Mary
2. **Patient Middle Name – The middle name, if any, of the patient.** — Jane
3. **Patient Last Name - The last name of the patient.** — Doe
4. **Patient Social Security Number or unique patient identification number or code. (REQUIRED)** — 999-99-9999
5. **Patient Date of Birth - The date of birth of the patient. Formatted mm/dd/yyyy** — 01/01/1900
6. **Patient Address: Street Number- The street number of the patient.** — 100

7. **Patient Address: Street 1 - The street name for the home residence of the patient. — Fake Street**
8. **Patient Address: Street 2- Any additional identifier of the street location for the home residence of the Patient, such as apartment number. — Apt. #3**
NOTE: Categories 6, 7 and 8 may be entered in one field if you are unable to separate them.
9. **Patient City - The city of residence of the patient. — Springfield**
10. **Patient State - The two character abbreviation of the current state of residence of the patient. — NY**
11. **Patient Zip Code - The zip code of the patient. — 10003**
12. **NDC Code (a list of NDC Codes is included with this Claim Form) (REQUIRED) — 00000-0000-00**
13. **Fill Date or Date of Service (REQUIRED) — 01/01/2004**
14. **Amount Billed (not including dispensing fee) (REQUIRED) — 100.00**
15. **Amount paid by patient: copayment. — 20.00**
16. **Amount paid by patient: coinsurance. — 20.00**
17. **Amount Paid by TPP net of co-pays, deductibles, rebates, refunds, credits and co-insurance. (REQUIRED) — 80.00**

INSTRUCTIONS FOR ENCRYPTION OF DATA

OPTION 1: Secure Website Upload

- a) Open your browser and navigate to www.xxxxxxxxxxSettlement.com
 - Supported Browsers include:
 - o Internet Explorer 6/7/8
 - o Firefox 3+
 - o Opera 9+
- b) Select the link for "Upload Claim File"
- c) Complete the fields for FEIN, Class Member or Authorized Agent's Name, Contact Name, Contact Email, Contact Phone and the text from the "Security Image"
- d) Click on the Browse button, select your spreadsheet and press OK. Press the Submit button
- e) You will receive an email to the Contact Email address when the upload starts
- f) When the upload has completed, print two copies of the confirmation page with your confirmation number, one to include with the Claim form and one for your records. This information will also be sent to the Contact Email address
- g) Mail your completed Claim Form along with the printed confirmation page to AstraZeneca Class 2 and 3 Settlement, c/o Rust Consulting, Inc. P.O. Box xxxxx, West Palm Beach, FL 33416, postmarked on or before **xxxxxxxx x, 2010**.

OPTION 2: Encrypted File on DVD

- NOTE: For all files above 1 gigabyte Option 2 is recommended.
- a) Open your browser and navigate to www.xxxxxxxxxxxxxx.com
 - b) Select the link for "Send Encrypted DVD"
 - c) Complete the fields for FEIN, Class Member or Authorized Agent's Name, Contact Name, Contact Email and Contact Phone
 - d) Download the public key from the link called "AstraZeneca Public PGP Key"
 - e) Download the PDF file called "Detailed PGP File Submission Instructions"
 - f) Complete the steps in the Detailed PGP File Submission Instructions
 - g) Attach the private key generated in step f to an email and send to data@xxxxxxxxxxxxxxxxxx.com with your contact information. Be sure to include the name you entered in Section A or Section B in your email.
 - h) Mail your completed Claim Form along with the DVD to the Settlement Administrator via Registered US Mail to AstraZeneca Class 2 and 3 Settlement, c/o Rust Consulting, Inc. P.O. Box xxxxx, West Palm Beach, FL 33416, postmarked no later than **xxxxxxxx x, 2010**.

OTHER INFORMATION

- Finally, each TPP Class Member shall provide a list of the names of all self-funded healthcare plans ("SFP's") or other entities for which it is authorized to make a claim.
- If you are able, please provide units for each transaction.

- If you are not producing encrypted information, if possible, please provide the electronic data in either Microsoft Excel format or ASCII flat file pipe delimited "I" or fixed-width format.

Please contact the Settlement Administrator at 1 -800-xxx-xxxx with any questions about the required claims data.

Must be Postmarked
No Later Than
XXXXXXXX xx, 2010

In re Pharmaceutical Industry Average Wholesale Price Litigation
Master Docket No. 01-CV-12257-PBS, MDL No. 1456
U.S. District Court for the District of Massachusetts

For Official Use Only

THIRD-PARTY PAYOR PROOF OF CLAIM AND RELEASE

Please Type or Print - Use blue or black ink only.

ATTENTION: THIS FORM IS ONLY TO BE FILLED OUT ON BEHALF OF A COMPANY OR HEALTH PLAN — NOT INDIVIDUAL CONSUMERS

PART I. CLAIMANT IDENTIFICATION: Complete:

SECTION A

ONLY IF YOU ARE FILING AS A CLASS
MEMBER FOR YOUR COMPANY'S
HEALTH PLAN

OR

SECTION B

ONLY IF YOU ARE AN AUTHORIZED
AGENT FILING ON BEHALF OF ONE
OR MORE CLASS MEMBERS

SECTION A – COMPANY OR HEALTH PLAN CLASS MEMBER ONLY

Company or Health Plan Name

Contact Name

Mailing Address

Floor/Suite

City

State

Zip Code

Area Code – Telephone Number

Area Code – Fax Number

Tax Identification Number

Email Address

List other names by which your company or health plan has been known or other Federal Employer Identification Numbers ("FEINs") it has used from January 1, 2003 through December 31, 2004.

Check the term below that best describes your company/entity:

☐

Health Insurance Company/HMO

☐

Self-Insured Employee Health Plan

☐ Self-Insured Union Health & Welfare Fund ☐ Other (Explain):

XXXX

In re Pharmaceutical Industry Average Wholesale Price Litigation

For Official Use Only

SECTION B – AUTHORIZED AGENT ONLY

** As an Authorized Agent, please check how your relationship with the Class Member(s) is best described:

☐

Third Party Administrator

☐

Pharmacy Benefits Manager

☐

Other (Explain):

Authorized Agent's Firm Name

Contact Name

Mailing Address

Floor/Suite

City

State

Zip Code

Area Code – Telephone Number

Area Code – Fax Number

Authorized Agent's Tax Identification Number

Email Address

Please list the name and FEIN of every Class Member (*i.e.*, Company or Health Plan) for whom you have been duly authorized to submit this Claim Form (attach additional sheets to this Proof of Claim as necessary). Alternatively, you may submit the requested list of Class Member names and FEINs in an electronic format, such as Excel or a tab-delimited text file saved on a disk. Please contact the Settlement Administrator to determine what formats are acceptable.

CLASS MEMBER'S NAME

CLASS MEMBER'S FEIN

XXXX

PART II – TOTAL AMOUNT OF ZOLADEX® AND PULMICORT RESPULES® REIMBURSEMENTS

State the total and final amount paid or reimbursed for Zoladex® and Pulmicort Respules® with a date of service or fill date from January 1, 2003 to December 31, 2004, net of co-pays, deductibles and co-insurance as well as the total and final amount paid or reimbursed for Zoladex® and Pulmicort Respules® with a date of service or fill date from January 1, 2003 to December 31, 2004, net of co-pays, deductibles and co-insurance for patients in the Commonwealth of Massachusetts.

Note that this Settlement does not apply to claims relating to any purchase of Zoladex® or Pulmicort Respules® to the extent the purchase is paid for with funds from Medicare, Medicaid, and/or any other federal or state health care program, state pharmaceutical assistance program, or other state or federal program or plan that may assert, or be entitled to assert, any claim, lien, or right to payment with respect to any settlement funds. This does not exclude private entities who provide prescription drug benefits on a capitated basis to governmental programs (such as Medicare Part D and some Medicaid programs), or to private entities who provide prescription drug benefits on an insured basis to any federal or state employee benefit plan, to the extent the governmental entity for whom the private entity provides such benefits does not possess a claim for reimbursement to any such settlement funds. This also does not exclude private entities that provide prescription drug benefits to self-funded state employee health benefit plans.

Total Amount Paid for Zoladex®: \$

Total Amount Paid for Zoladex® in Massachusetts \$

Total Amount Paid for Pulmicort Respules®: \$

Total Amount Paid for Pulmicort Respules® in Massachusetts \$

If you are claiming more than \$300,000 total amount paid for both Zoladex® and Pulmicort Respules® combined, you will need to provide additional claims data and information as provided in the Claim Documentation Instructions on Page 1. If you are claiming less than \$300,000, you are **not** required to provide additional claims data and information but you may be required to provide them at a later date.

Claimant certifies that the figures are true and accurate and are based upon actual records maintained by or otherwise available to the claimant.

PART III – JURISDICTION OF THE COURT, CERTIFICATION AND INDEMNIFICATION

By signing below, I hereby swear and affirm that: (1) I have authority to submit this Claim Form either directly or on behalf of the Class Member or as its Authorized Agent, and, in turn, have been given the authority to submit this Claim Form by each Class Member identified in this Claim Form and in any attachments to it, and to receive on behalf of each such Class Member any and all amounts that may be allocated from the TPP Settlement Pool to such Class Member; (2) each entity on whose behalf I have submitted a claim is a TPP Class Member; (3) the information contained in this Claim Form and any attachments hereto is true and accurate, based on records maintained by or otherwise available to me; (4) I, the Authorized Agent (if any), and the Class Member on whose behalf this Claim Form is submitted, hereby submit to the jurisdiction of the United States District Court for the District of Massachusetts (the "Court") for all purposes associated with this Claim Form and the Proposed Settlement, including resolution of disputes relating to this Claim Form; (5) that I have read and agree to the Release quoted in Part IV below; (6) in the event that amounts from the TPP Settlement Pool are distributed to the Authorized Agent of a Class Member, and the Class Member later claims that the Authorized Agent did not have the authority to claim and receive such amounts on its behalf, the Authorized Agent, I and/or my employer will hold the Class, Counsel for the Class, Defendants, Counsel for Defendants, and the Settlement Administrator harmless with respect to any claims made by said Class Member; and (7) the Class Member shall indemnify, defend, and hold harmless the Defendants to the extent such Class Member receives settlement funds for which a governmental entity later asserts a claim based on this Settlement, or any payments thereunder (each Class Member's liability is limited to the amount allocated to that Class Member for purchases made on behalf of the government entity asserting a claim against Defendants based on this Settlement.)

Signature

Position/Title

Print Name

Month/Day/Year

The following additional information **must be completed** and is to be provided by the Individual that signs and certifies this Claim Form:

I am filing this Claim Form as the authorized employee of the following Class Member or Authorized Agent for Class Member:

Name of Individual's Employer

Contact Name

Business Address ☐ Check if same as in Section A or Section B

Floor/Suite

City

State

Zip Code

Area Code – Telephone Number

Area Code – Fax Number

Mail the completed Claim Form to the address listed on the reverse side, postmarked no later than XXXXXXXX xx, 2010.

Part IV – The Release Provided in the Stipulation of Settlement

Class Release and Covenant Not to Sue: Upon the Effective Date of this Agreement, the AstraZeneca Releasees shall be released and forever discharged by the Class Releasors from all Released TPP Class Claims. All Class Releasors covenant and agree that they shall not hereafter seek to establish liability against any AstraZeneca Releasee based, in whole or in part, on any of the Released TPP Class Claims. Each Class Releasor expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Released TPP Class Claims without regard to the subsequent discovery or existence of different or additional facts.

In addition, each Class Releasor hereby expressly waives and releases, upon this Agreement becoming effective, any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which reads:

Section 1542. General Release: extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor;

or by any law or state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Class Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of this Section VI.A.2, but each Class Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon the Agreement becoming Effective, any known or unknown, suspected or unsuspected, contingent or non-contingent Released TPP Class Claims with respect to the subject matter of this Section VI.A.2 whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each Class Releasee also hereby expressly waives and fully, finally, and forever settles and releases any and all Released TPP Class Claims it may have against the AstraZeneca Releasees under §§ 17200, *et seq.*, of the California Business and Professions Code.

"Release TPP Class Claims" is defined as any and all claims, demands, actions, suits, causes of action, damages whenever incurred, and liabilities of any nature whatsoever, including costs, expenses, penalties, and attorneys' fees, known or unknown, suspected or unsuspected, in law or equity, that the TPP Settlement Class Member, ever had, now has, or hereafter can, shall, or may have, directly, indirectly, representatively, derivatively, or in any capacity, arising out of any conduct, events, or transactions relating to the marketing, sale, purchase, cost, reimbursement amount or price of Class Drugs purchased through the date of this Agreement. The foregoing includes, but is not limited to, claims relating to any drug price published by any commercial price reporting service, or provided by AstraZeneca to any such commercial price reporting service (including AWP and WAC) and or any marketing activity relating to any such price, such as any reference to the difference between (1) a price paid and (2) any reported price or reimbursement rate based on such a reported price, that were or could have been alleged against AstraZeneca in any of the MDL Class Complaints with respect to Class Drugs. "Released TPP Class Claims" shall not include those claims excluded pursuant to the applicable Settlement Agreement entitled "Reservation of Claims and Rights."

Insert Table A here

Insert Mock Spreadsheet

EXHIBIT F

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EXHIBIT G

SETTLEMENT NOTICE PROGRAM

In Re Pharmaceutical Industry Average Wholesale Price Litigation: AstraZeneca Settlement



NOTICE PROGRAM

*In Re Pharmaceutical Industry Average Wholesale Price
Litigation: AstraZeneca Settlement*

MDL No. 1456

CIVIL ACTION: 01-CV-12257-PBS

United States District Court for the District of
Massachusetts

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FIRM OVERVIEW

Kinsella Media, LLC (“KM”) is a nationally recognized advertising and legal notification consulting firm specializing in the design and implementation of class action and bankruptcy notification programs to reach unidentified putative class members.

KM has developed and directed some of the largest and most complex national notification programs, primarily in antitrust, bankruptcy, consumer fraud, mass tort, and product liability litigation. Specific cases have spanned a broad spectrum of issues, including asbestos, breast implants, home siding and roofing products, infant formula, pharmaceuticals, polybutylene plumbing, tobacco, and Holocaust claims. The firm has developed or consulted on over 600 notification programs and has placed over \$230 million in paid media notice.

In particular, KM has implemented six notice programs in the Average Wholesale Price litigation, which encompasses *In Re Pharmaceutical Industry Average Wholesale Price Litigation* and *New England Carpenters’ Health Benefit Fund*.

KM develops advertisements, press materials, websites, and other notice materials that bridge the gap between litigation complexities and the need for a clear and simple explanation of legal rights. The firm employs industry-recognized tools of media measurement to quantify the adequacy of the notice for the court, and ensures all notice materials are in “plain language” and are fully compliant with Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”) and comparable state guidelines.

CASE BACKGROUND

CASE BACKGROUND: SITUATION ANALYSIS

The average wholesale price (“AWP”) is the published price used to establish reimbursement rates for drugs industry-wide. Plaintiffs claim that the Defendants control the AWP for their drugs. Specifically, they claim that forty-two drug manufacturers raise and falsely overstated the AWP of over 300 drugs. This resulted in inflated payments by consumers and other entities such as health and welfare plans and health insurers. Defendants deny these allegations.

Defendant, AstraZeneca (AstraZeneca, PLC, Zeneca, Inc., AstraZeneca Pharmaceuticals L.P., AstraZeneca U.S.) has entered into two Proposed Settlements with Plaintiffs. As part of the first Settlement, the Defendant has agreed to pay approximately \$90 million to settle claims with Third-Party Payors (“TPPs”) and Consumers who made reimbursements for Zoladex[®] and/or Pulmicort Respules[®] outside of the Commonwealth of Massachusetts. As part of the second Settlement, the Defendant has agreed to pay \$13 million to settle claims with consumers who paid cash or made a percentage co-payment for Zoladex[®] and/or Pulmicort Respules[®] in the Commonwealth of Massachusetts.

Because direct notice in this case will not reach all potential Class Members, a paid media notice program targeted to unidentified Class Members is necessary.

CASE BACKGROUND: **CLASS DEFINITION**

There are two Proposed Settlements that affect Class 2 and Class 3, providing both national and Massachusetts-only relief. Class definitions are:

Third-Party Payor MediGap Supplemental Insurance Class (“Class 2”)—Nationwide Settlement

All TPPs in the United States who, from January 1, 1991 through January 1, 2005, made, or incurred an obligation to make, reimbursements for any portion of a Medicare Part B co-payment for Class Drugs purchased outside the Commonwealth of Massachusetts.

Consumer and Third-Party Payor Class For Payments Made Outside the Medicare Context (“Class 3”)—Nationwide Settlement

All natural persons in the United States who made, or incurred an obligation to make, a non-Medicare Part B payment for Class Drugs purchased outside of the Commonwealth of Massachusetts, and all TPPs in the United States who made, or incurred an obligation to make, non-Medicare Part B reimbursements for Class Drugs purchased outside of the Commonwealth of Massachusetts, during the period from January 1, 1991, through _____, 2010.

Third-Party Payor MediGap Supplemental Insurance Class (“Class 2”)—Massachusetts-only Settlement

All TPPs that, from January 1, 1991 through January 1, 2005, made, or incurred an obligation to make, reimbursements for any portion of a Medicare Part B co-payment for Class Drugs purchased in the Commonwealth of Massachusetts.

Consumer and Third-Party Payor Class For Payments Made Outside the Medicare Context (“Class 3”)—Massachusetts-only Settlement

All natural persons who made, or were liable for all or any portion of, a non-Medicare Part B payment for Class Drugs purchased in the Commonwealth of Massachusetts, and all TPPs that made, or incurred an obligation to make, non-Medicare Part B reimbursements for Class Drugs purchased in the Commonwealth of Massachusetts, during the period from January 1, 1991 through _____, 2010.

NOTICE PROGRAM OVERVIEW

NOTICE PROGRAM OVERVIEW: **PROGRAM COMPONENTS**

This Notice Program outlines procedures to provide notice of two Settlements in *In Re Pharmaceutical Industry Average Wholesale Price Litigation*, consistent with the requirements set forth in Rule 23 of the Federal Rules of Civil Procedure.

Based upon information provided by Plaintiffs' Counsel, the results of research on Class Members and their response to media and the media habits of the target audiences, KM recommends the following two-part notice program.

➤ **DIRECT NOTICE:**

The *Third-Party Payor Long Form Notice* ("TPP Long Form"—Exhibit 1) will be:

- Sent via first-class mail to:
 - All Third-Party Payors ("TPPs") whose names and addresses are readily identifiable.
 - All Class Members who request a copy via the toll-free information line or the P.O. Box detailed in the Publication Notices.
- Available on the informational website as a PDF file.

The *Consumer Long Form Notice* ("Consumer Long Form"—Exhibit 2) will be:

- Sent via first-class mail to:
 - All Class Members who are identified through data received from Independent Settling Health Plans in the National Settlement and from TPPs filing claims in both the National Settlement and the Massachusetts Settlement.
 - All Class Members who request a copy via the toll-free information line or the P.O. Box detailed in the Publication Notices.
- Available on the informational website as a PDF file.

➤ **PAID MEDIA-BASED NOTICE:** After careful research of the demographics of Class Members, KM recommends broad paid media notice comprised of print, broadcast, and Internet vehicles to reach those Class Members, including:

- Consumer magazines, newspaper supplements,
- Local Massachusetts newspapers,
- National television, and
- Internet banner ads on multiple networks and hundreds of targeted websites.

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To complement the Notice Program and to ensure Class Members' easy access to updated information, KM recommends a dedicated informational website, and Internet search engine sponsorships through keyword/phrase searches to facilitate Class Members' access to the site.

NOTICE PROGRAM OVERVIEW: **DIRECT NOTICE**

Direct mail notice to TPPs will consist of mailing the TPP Long Form to appropriate identifiable TPP Class Members informing them of their legal rights and how they may participate in or opt-out of the Settlements. The TPP Long Form will be sent to:

- Appropriate entities likely to be Class Members, in the proprietary TPP Database compiled by Rust Consulting (“Rust”), the Class Co-Administrator. The Database includes insurance companies, healthcare and welfare funds, employee benefit funds, third-party administrators, pharmacy benefit managers and other record keepers for noticing purposes in TPP class actions. The Database was compiled from contacting, researching and accessing the records of various databases and listings of affiliations, group insurance plans, self-insureds, ERISA funds, pharmacy benefit manager listings, etc. as follows:

- Pharmacy Benefit Management Institute;
- Benefits SourceBook;
- Managed Care Information Centers;
- Judy Diamond Associates;
- AM Best Company;
- Association of Managed Care Providers;
- Society of Professional Benefit Administrators;
- American’s Health Insurance Plans;
- Self-Insurance Institute of America; and
- National Association of Insurance Commissioners.

Included in the Database are:

- Approximately 29,000 companies with 100 or more employees that have self-funded (fully or partially) plans, derived from Form 5500 filings;
- 1,356 Third-Party Claim Administrators; and
- 1,300 member companies of American Health Insurance Plans that provide or administer health insurance benefits to over 200 million Americans which represent 90 percent of the managed care market (HMOs, PPOs and POSs, etc.).

The Database is regularly updated with new entries from the above sources as well as TPPs identified through other class action litigations.

CALLERS TO THE TOLL-FREE NUMBER

All callers to a toll-free information line who request the TPP Long Form and/or the Consumer Long form will be mailed the requested Notice. A toll-free number for this information line will prominently

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appear in the Publication Notices. Class Members may also download any of the Long Form Notices, in PDF format, from the Notice Web site.

NOTICE PROGRAM OVERVIEW: **PAID MEDIA PROGRAM**

Direct notice will be provided to all identifiable Class Members. To reach unidentifiable Class Members, KM recommends the use of measurable paid media. Paid media advertising is guaranteed to appear, allowing for control of the content, timing, and positioning of the message. Newspapers, consumer magazines, television, radio, and the Internet, among other sources, offer paid media opportunities.

In considering which media to use for this case, KM evaluated the media consumption habits of the following target audiences:

- People who have taken a branded prescription for a Prostate Ailment (“Prostate Prescription Users”)
- Households with Children 0-11 years of Age Present (“HH w/ Kids 0-11”)

Based on data regarding the target audiences’ media consumption, KM researched the most appropriate media vehicles that would be best for this case. KM reviewed available consumer magazines, newspaper supplements, and broadcast media for reach of the target audiences as well as compatibility of the editorial.

Given the specifics of this case and that the demographics and media preferences of Prostate Prescription Users and Households with Kids 0-11 differ, media usage is different for both targets. A mix of magazines, newspaper supplements, and the Internet will provide the most cost-effective plan to reach Households with Kids 0-11 while television, magazines and newspapers supplement advertising will provide a cost-effective plan for reaching Prostate Prescription Users. However, there are some overlapping media vehicles can be used to reach both target audiences.

NOTICE PROGRAM OVERVIEW: **PAID MEDIA PLACEMENTS SUMMARY**

The following list provides a brief summary of KM's recommended media placements in this case. More detailed information about each publication and its applicability to the target audiences in this case appears in the Paid Media Placements section of this plan.

PROSTATE PRESCRIPTION USERS AND HOUSEHOLDS WITH KIDS 0-11

Newspaper Supplements

- *Parade*
- *USA Weekend*

Newspapers

- *All Daily Newspapers (Massachusetts—30 papers)*

Keyword Search

- *Google*
- *Yahoo!*
- *Bing*

PROSTATE PRESCRIPTION USERS

Consumer Magazines

- *AARP Bulletin*
- *Reader's Digest*

Television

- *Network Television and Cable*

HOUSEHOLDS WITH KIDS 0-11

Consumer Magazines

- *Jet*
- *Parents*
- *People*
- *People en Español*

Internet Banner Ads

- *24/7 Network*
- *Microsoft Media Network*

PAID MEDIA METHODOLOGY

KM notice programs directed to unidentified class members: (1) identify the demographics of class members and establish a target audience, (2) outline the methodology for selecting the media and other program elements and how they relate to product usage or exposure, and (3) provide results that quantify for the court the adequacy of the notice based upon recognized tools of media measurement.

In the wake of the Supreme Court's decisions in *Daubert v. Merrell Dow Pharmaceuticals*, 509 U.S. 579 (1993) and *Kumho Tire Co. v. Carmichael*, 526 U.S. 137 (1999), the reliability of a notice expert's testimony should be tested against the standards developed within the media industry for determining to what degree and at what frequency a target audience has been reached. In assessing the expert's reliability, the court must determine whether the testifying expert "employs in the courtroom the same level of intellectual rigor that characterizes the practice of an expert in the relevant field." *Kumho*, 526 U.S. at 152. That showing would likely require evidence that the expert's data and methodology are similar to that used by professionals in the relevant field.

In keeping with the *Daubert* and *Kumho* rulings, KM employs methodology and measurement tools used in the media planning and advertising industry for designing and measuring the adequacy of a paid media program to reach a particular audience.

Choosing a target audience that encompasses the characteristics of class members is the first step in designing the paid media program. KM chooses media vehicles based on their ability to provide effective and cost-efficient penetration of the target audience. Then it measures selected vehicles against the target audience to quantify the reach of the media program and the frequency of exposure to the media vehicles. Reach and frequency estimates are two of the primary measurements used to quantify the media penetration of a target audience.

- **Reach** is the estimated percentage of a target audience that is exposed one or more times through a specific media vehicle or combination of media vehicles within a given period.
- **Frequency** is the estimated average number of opportunities an audience member has to see the notice.

TARGET AUDIENCES

TARGET AUDIENCES: SELECTION METHODOLOGY

To develop a profile of the demographics and media habits of potential Class Members, KM analyzed syndicated data available from GfK MRI's *2009 Doublebase Study*¹.

GfK MRI is the leading U.S. supplier of multimedia audience research. As a nationally accredited research firm, it provides information to magazines, television, radio, Internet and other media, leading national advertisers and over 450 advertising agencies – including 90 of the top 100 in the U.S. GfK MRI's nationally syndicated data are widely used by these companies as the basis for the majority of the media and marketing plans written for advertised brands in the U.S.

Specifically, GfK MRI presents a single-source measurement of major media, products, services, and in-depth consumer demographic and lifestyle characteristics. GfK MRI provides data on media usage, audience composition, and other relevant factors pertaining to all major media types as well as the readership of print vehicles.

Audience details for television and Internet are not available for Prostate Prescription Users or Households with Kids 0-11, respectively. Therefore, KM selected the age and gender targets available for all media that are most representative of the Prostate Prescription Users and Households with Kids 0-11 demographics.

- Of people who are Prostate Prescription Users, 88% are Adults 50 years of age and older. Given this high percentage, the measured delivery of media to Adults 50 years of age and older will be representative of delivery to Class Members.
- Of people who live in a Household with Children 0-11 years of age present, 69% are Adults aged 25 to 44. Given this high percentage, the measured delivery of media to Adults aged 25 to 44 will be representative of delivery to Class Members.

To adequately reach both target audiences, KM will purchase and measure media against the following primary targets:

- Adults above the age of 50 (“Adults 50+”)
- Adults aged between 25-44 (“Adults 25-44”)

¹ GfK MRI was known until mid-2010 as Mediemark Research & Intelligence (MRI). The *Doublebase Study* is based on GfK MRI's national *Survey of the American Consumer*, conducted since 1979, which surveys people 18 years of age and older in the contiguous 48 states. GfK MRI conducts more than 26,000 personal interviews with consumers in two waves annually, each lasting six months and consisting of 13,000 interviews. Produced annually, the *Doublebase Study* consists of two full years of data drawn from over 50,000 survey respondents. Consumer information is recorded on 500 product/service categories, 6,000 brands, and various lifestyle activities. Respondents are selected based on the ability to project their responses nationally. The survey results are sample-based. Therefore, estimates of audience and/or demographics from these surveys are subject to sampling and non-sampling error. The use of mathematical values from those surveys should not be regarded as a representation that they are exact to the precise mathematical value stated.

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TARGET AUDIENCES:
DEMOGRAPHICS

Based on GfK MRI data, the table below outlines the demographics of each target audience and the demographics of adults 18 years and older (“Adults 18+”) for comparison purposes:

DEMOGRAPHICS	ADULTS 18+	PROSTATE PRESCRIPTION USERS	HH W/ KIDS AGED 0-11
Gender			
Male	48.3%	100%	45.3%
Female	51.7%	0%	54.7%
Age			
18-34	30.6%	1.7%	47.6%
35-44	19.2%	4.9%	34.5%
45-54	19.5%	7.8%	12.5%
55+	30.7%	85.7%	5.3%
Education			
Graduated/Attended	52.2%	57.6%	52.9%
Graduated High School	31.8%	27.3%	29.9%
Household Income²			
Under \$10,000	5.2%	1.3%	4.7%
\$10,000 - \$29,999	18.8%	17.6%	15.2%
\$30,000 - \$49,999	19.3%	22.4%	19.5%
\$50,000 - \$74,999	19.6%	23.2%	20.7%
\$75,000+	37.0%	36.4%	40.0%
\$100,000+	23.7%	20.8%	25.4%
Ethnicity³			
Caucasian	76.8%	86.9%	68.5%
African-American	11.5%	9.3%	13.4%
Hispanic	13.3%	3.2%	21.4%
Asian	2.7%	2.4%	3.1%
Other	9.4%	1.3%	15.6%

² The total percentages listed do not equal exactly 100.00% percent because GfK MRI rounds up all percentages to the nearest tenth of a decimal.

³ The GfK MRI *Doublebase Study* allows for multi-classification of an individual's ethnicity. Therefore, the sum of all ethnicities is greater than 100%.

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Location⁴	ADULTS 18+	PROSTATE PRESCRIPTION USERS	HH w/ KIDS AGED 0-11
A & B Counties	71.3%	67.8%	74.0%
C & D Counties	28.6%	32.2%	26.0%

Based on these data, Prostate Prescription Users are more likely than the adult population as a whole to be or have:

- Male.
- Above the age of 55.
- Caucasian.
- Graduated or attended College.
- A Household Income between \$30,000-\$75,000.
- Living in an A or B county.

Based on these data Households with Kids aged 0-11 are more likely than the adult population as a whole to be or have:

- Female (the target audience skews female).
- Aged 18-44.
- A minority (Black, Hispanic, Asian, or Other).
- Graduated or attended College.
- A Household Income of \$50,000+.
- Living in an A or B county.

⁴ A Counties, as defined by A.C. Nielsen Company ("Nielsen"), are all counties belonging to the 25 largest metropolitan areas. These metro areas correspond to the Metropolitan Statistical Area and include the largest cities and consolidated areas in the United States. B Counties, as defined by Nielsen, are all counties not included under A that have either a population greater than 150,000 or are in a metro area with a population greater than 150,000 according to the latest census. C Counties, as defined by Nielsen, are all counties not included under A or B that either have a population greater than 40,000 or are in a metro area with a population greater than 40,000 according to the latest census. D Counties are, essentially, rural counties.

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TARGET AUDIENCES:
MEDIA USAGE

Individuals spend varying amounts of time with different media. Certain demographic groups may be heavy consumers, light consumers, or non-users of a particular medium. For example, GfK MRI data shows that individuals who are less educated are likely to be heavy television viewers and light newspaper readers. Conversely, highly educated individuals are more likely to be heavy newspaper readers and light television viewers.

KM notice plans focus on the media types used most often by the target audiences. To examine the media habits of the target audience, KM compares the target audience's media usage to that of the average adult 18 years of age and older ("Adult 18+") in usage quintiles reported by GfK MRI. The study ranks respondents based on their amount of exposure to a medium and divides them into five equal-sized groups ("quintiles") from heaviest usage (1) to lightest usage (5).

The media usage of the target audience in each quintile is expressed as an index. An index of 100 is the average adult's usage of a particular medium. Therefore, an index above 100 indicates a heavier usage of the medium than the average adult, and an index below 100 indicates a lighter usage of the medium than the average adult.

The target audiences' top two quintiles (heaviest and next heaviest usage) for each type of media are:

MEDIA	ADULTS 18+	PROSTATE PRESCRIPTION USERS	HH W/ KIDS AGED 0-11
Magazine			
Quintile 1	100.0	80.4	112.4
Quintile 2	100.0	86.8	105.5
Newspaper			
Quintile 1	100.0	151.4	81.0
Quintile 2	100.0	172.1	78.4
Radio			
Quintile 1	100.0	54.3	111.8
Quintile 2	100.0	109.5	107.3
Television			
Quintile 1	100.0	180.2	73.3
Quintile 2	100.0	113.7	90.6
Internet			
Quintile 1	100.0	57.9	115.2
Quintile 2	100.0	82.7	107.9

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These data indicate the following regarding the target audiences' media consumption habits as compared to the U.S. population as a whole.

Prostate Prescription Users:

- Very heavy television viewers and newspaper readers.
- Light to below average Internet consumers.
- Average to below average radio listeners.
- Below average magazine readers.

Household with Kids 0-11:

- Above average magazine readers, radio listeners, and Internet users.
- Average to below average newspaper readers.
- Average to below average television viewers.

PAID MEDIA PLACEMENTS

PAID MEDIA PLACEMENTS:
NEWSPAPER SUPPLEMENTS

Parade and *USA Weekend*, publications known as newspaper supplements, are inserted into weekend or Sunday editions of 2,523 newspapers (33 newspapers carry both *Parade* and *USA Weekend*), reaching every major media market in the country. These magazines, printed on newsprint, contain articles written for broad, general appeal and encourage readership through brevity. Issues are typically fewer than 30 pages. For this Notice Program, KM recommends newspaper supplements because of their cost-effective reach capability. They provide coverage in all 50 states and the District of Columbia. For a complete list of publications, see Exhibit 3.

KM recommends placing a joint Publication Notice that includes information about Zoladex[®] and Pulmicort Respules[®] in the following newspaper supplement placements:

PARADE

- A half-page ad (4.375" x 9.25") once in *Parade* with an estimated circulation of 32,200,000.
- *Parade* is carried in the Sunday edition of 519 daily newspapers and is the highest circulating magazine in the world. Carrier newspapers serve major urban and suburban markets in the U.S.
- Nearly 40% of Adults 50+ read an average issue of *Parade Magazine*.
- Over 32% of *Parade* readers are between the ages of 25 and 44.



- A half-page ad (4.125" x 9.25") once in *USA Weekend* with an estimated circulation of 22,600,000.
- *USA Weekend* is carried in the weekend edition of 661 daily newspapers in major markets, complementing U.S. markets served by *Parade*.
- More than 49% of *USA Weekend's* readers are Adults 50+.
- Nearly 31% of *USA Weekend's* readers are between the ages of 25 and 44.

PAID MEDIA PLACEMENTS: **CONSUMER MAGAZINES**

Most adults read one or more magazines during an average month and nearly three out of five adults read or look at a magazine daily. Heavy readers read 16 or more magazines per month. Weekly magazines quickly accumulate readership and provide timely and efficient notice to readers. KM chose the specific consumer magazines listed below because they are among the highest ranking in coverage of the target audiences.

KM recommends placing the Publication Notice about Zoladex® in the following consumer magazines:



- A 2/3 page ad (5.75" x 10.56") once in *AARP Bulletin* with an estimated circulation of 24,000,000.
- *AARP Bulletin* is a monthly news publication that reaches influential consumers and policymakers. *AARP Bulletin* chronicles and interprets important social issues that affect Americans over the age of 50.
- Over 33% of Adults 50+ and Prostate Prescription users read an average issue of AARP Magazine.



- A full-page ad (4.75" x 6.75") once in *Reader's Digest* with an estimated circulation of 5,500,000.
- *Reader's Digest* is a monthly compendium of selected excerpts from other publications as well as original pieces.
- Over 22% of Prostate Prescription Users read an average issue of *Reader's Digest*.

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KM recommends placing the Publication Notice about Pulmicort Respules® in the following consumer magazines:



- A full-page ad (4.625" x 6.875") once in *Jet* with an estimated circulation of 900,000.
- *Jet* is published monthly and is the leading newsweekly for the African-American community, covering national and global news.
- A household with Kids Aged 0-11 is over 30% more likely to read *Jet* than the average adult.



- A 2/3-page ad (4.75" x 10") once in *Parents* with an estimated circulation of 2,200,000.
- *Parents* is published monthly and is geared towards mothers.
- Over 73% of people that read *Parents* are part of a Household with Kids 0-11.



- A full-page ad (7" x 10") once in *People* with an estimated circulation of 3,450,000.
- *People* is a weekly publication covering contemporary personalities in entertainment, politics, business, and other current events.
- Over 23% of Households with Kids 0-11 read the average issue of People Magazine.



- A full-page ad (7" x 10") once in *People en Español* with an estimated circulation of 540,000.

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- *People en Español* is a monthly publication covering issues and individuals in the Hispanic community.
- A household with Kids Aged 0-11 is nearly 90% more likely to read *People en Espanol* than the average adult.

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PAID MEDIA PLACEMENTS:
LOCAL NEWSPAPERS

Local daily newspapers serve as a widely read, timely, and credible information source that allow for geographic targeting of notice. Insertions in 31 local newspapers will provide the target audience, within the Commonwealth of Massachusetts, with additional opportunities to see the Publication Notice.

KM recommends:

- A 1/4-page ad once in the leading paper in every county in Massachusetts.

Athol Daily News	Gloucester Daily Times	North Andover Eagle-Tribune
Attleboro Sun Chronicle	Greenfield Recorder	Northampton Daily Hampshire Gaze
Berkshire Eagle	Lynn Daily Item	Springfield Republican
Boston Globe	Lowell Sun	Southbridge Evening News
Boston Herald	Malden Evening News	Taunton Daily Gazette
Brockton Enterprise	Medford Daily Mercury	Wakefield Daily Item
Cape Cod Times	Metro West Daily News	Waltham Daily News Tribune
Fall River Herald News	Milford Daily News	Westfield Evening News
Fitchburg Sentinel & Enterprise	New Bedford Standard-Times	Woburn Daily Times Chronicle
Gardner News	Newburyport Daily News	Worcester Telegram & Gazette

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PAID MEDIA PLACEMENTS:
TARGET AUDIENCES' PRINT READERSHIP

Readership includes both primary readers and pass-along readers. Primary readers purchase a publication or are members of a household where the publication was purchased. Pass-along readers are those who read the publication outside the home, in places such as a doctor's office. The table below indicates the estimated number of readers in each of the target audiences of an average issue of the magazine or newspaper supplement:

PUBLICATION	INSERTIONS	PROSTATE PRESCRIPTION USERS
<i>AARP Bulletin</i>	1	407,000
<i>Parade</i>	1	540,000
<i>Reader's Digest</i>	1	271,000
<i>USA Weekend</i>	1	314,000

PUBLICATION	INSERTIONS	HH W/ KIDS AGED 0-11
<i>Jet</i>	1	3,370,000
<i>Parade</i>	1	19,559,000
<i>Parents</i>	1	11,306,000
<i>People</i>	1	15,863,000
<i>People en Español</i>	1	3,534,000
<i>USA Weekend</i>	1	13,045,000

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PAID MEDIA PLACEMENTS:
TELEVISION

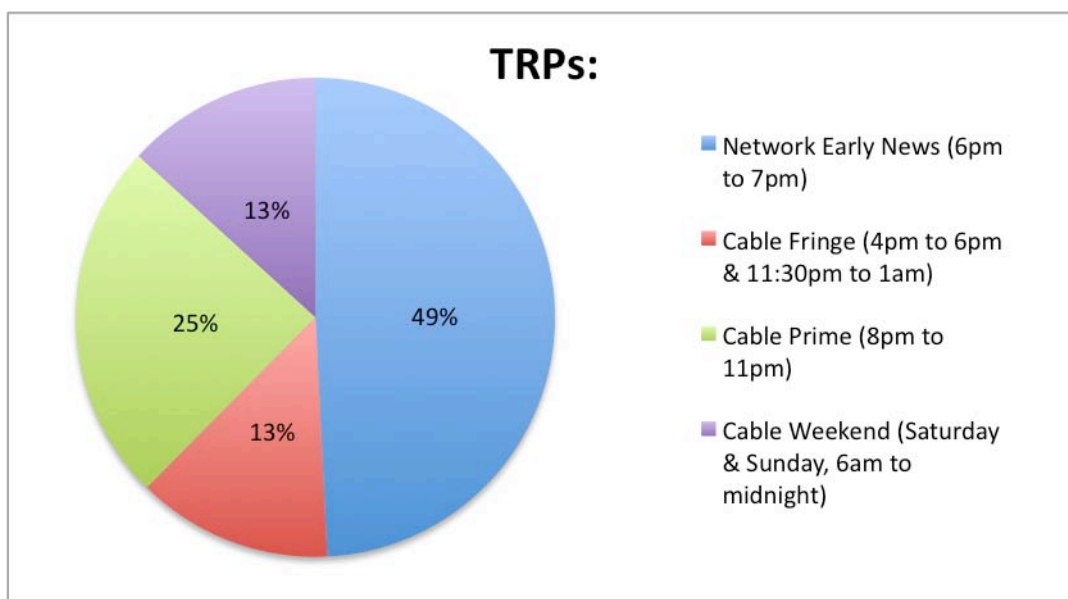
Television has the ability to reach a wide number of target audience members with an immediate and accessible message. The combination of audio and visual message delivery increases the message impact. Viewers can quickly ascertain if the message is important and if so, decide to respond.

For this notice, channels and programs appealing to Adults 50+ will be selected. Our program calls for notice to be aired throughout the day in different program environments to reach the highest number of viewers. A combination of broadcast and cable networks will be chosen.

KM recommends:

- An estimated 38 broadcast television and cable Target Rating Points (“TRPs”)⁵ over a total of two weeks generating 35,796,000 gross impressions⁶ against Adults 50+.

The television schedule will be allocated as follows:



⁵ Target Rating Points (TRPs) represent the sum of all the ratings delivered by the media vehicles in a schedule. A rating is the percentage of households or persons in the target who have been exposed to the media vehicles in the schedule. One TRP equals 1% of a given target population.

⁶ Gross impressions are the total number of times a media vehicle containing the Notice is seen. This is a duplicated figure, as some viewers/readers will see several media vehicles (e.g., TV, magazine, newspaper supplement) that contain the Notice.

PAID MEDIA PLACEMENTS: **INTERNET ADVERTISING**

GfK MRI provides data on Internet usage. Specifically, GfK MRI asks survey respondents about their online usage during the 30 days prior to the survey. According to GfK MRI, 82.4% of Adults 25-44 used the Internet during the last 30 days.

Accordingly, KM recommends incorporating Internet advertising into the Notice Program in order to provide potential Class Members with additional national notice opportunities beyond the broad-reaching program. Internet advertising delivers an immediate message and allows the viewer of an advertisement to instantly link to a website for further information.

WEBSITE ADVERTISING

KM recommends placing ads on a wide range of websites, enabling maximum exposure opportunities to reach the broad audience of Adults 25-44, who encompass our target of Households with Kids 0 to 11. (Delivery of Internet impressions to specific sites and categories within sites are subject to availability at the time KM purchases the media.)

KM recommends the following Web placements:



- 24/7 Real Media is a network that represents over 1600 websites. A partial list of websites in the 24/7 Real Media Network is attached as Exhibit 4.
- Banner advertisements measuring 728 x 90 pixels and 300 x 250 pixels will appear, on a rotating basis, on websites that are part of the 24/7 Real Media Network, for a total estimated 84,000,000 gross impressions.
- The banner advertisements will appear for approximately 30 days.



- Microsoft Media Network is a network that represents over 400 websites reaching nearly 80% of U.S. Internet users. A partial list of websites in the Microsoft Media Network is attached as Exhibit 5.
- Banner advertisements measuring 728 x 90 pixels, 300 x 250 pixels and 120 x 600 pixels will appear, on a rotating basis, on websites that are part of the Microsoft Media Network, for a total estimated 27,000,000 gross impressions.

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- The banner advertisements will appear for approximately 30 days.

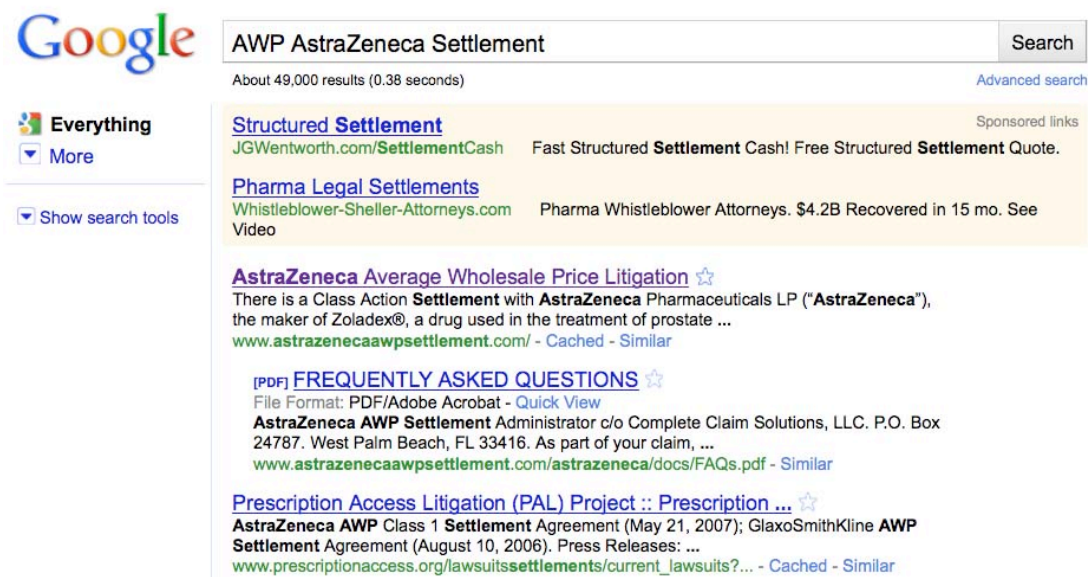
KEYWORD SEARCH ADS

Search engines are among the Internet's most frequently used sites. In order to help search engine users locate the informational website about this case – both those specifically looking for it and those looking for related topics – KM will purchase sponsored links to appear when searchers enter certain terms.

KM will contract with Google AdWords, Yahoo! Search Marketing, and Bing Microsoft Advertising to have sponsored links appear on the results page of keyword/phrase searches that could include:

- Prostate drug class action
- Asthma drug class action
- AWP AstraZeneca Settlement
- Prostate drug settlement
- Asthma settlement

The following is a sample screen shot that details the results provided on Google's search engine when a visitor enters the phrase "AWP AstraZeneca Settlement" as a search term:



After KM contracts with Google AdWords, Yahoo! Search Marketing, and Bing Microsoft Advertising for sponsored links of the keyword/phrase searches listed above, a visitor entering an applicable keyword/phrase will see the following sample ad listed in the right-hand column under the Sponsored Links section:

Zoladex Settlement
 Proposed settlement of a class action may
 affect purchasers or Third Party Payors.
<http://www.astrazenecalawsuit.com>

MEDIA DELIVERY

The paid media program outlined in this plan provides Class Members with multiple exposure opportunities to media vehicles carrying the Publication Notice and delivers the following estimated reach and frequency measurements to the target audiences defined by the 2009 GfK MRI Doublebase Study⁷ from GfK MRI:

NATIONAL

- An estimated 80.5% of Adults 50+ (targeted to Prostate Prescription Users) will be reached through print and television with an average estimated frequency of 2.0, delivering opportunity to see the Publication Notice.
- An estimated 71.5% of Adults 25-44 (targeted to Households with Kids Age 0 -11) will be reached through print and Internet with an average estimated frequency of 2.0, delivering 117,679,000 gross impressions. Additionally, an estimated 59,258,000 Adults 25-44 will have an opportunity to see the Publication Notice.

MASSACHUSETTS

- An estimated 91% of Adults 50+ (targeted to Prostate Prescription Users) will be reached through all print publications—magazines, newspaper supplements, and local daily newspapers, with an average estimated frequency of 2.1. This reach is exclusive of any reach achieved through television.
- An estimated 64.3% of Adults 25-44 (targeted to Households with Kids Age 0 -11) will be reached through all print publications—magazines, newspaper supplements, and local daily newspapers, with an average estimated frequency of 1.6.
 - While we are not able to measure Internet reach in Massachusetts alone, we do know through our quintile research (p. 16) that Massachusetts' Adults 25-44 are 23% more likely than Adults 25-44 nationally to be heavy users of the Internet. Therefore, we can reliably assume that the reach of Adults 25-44 in Massachusetts, through all print publications and Internet will be at least equivalent, if not higher than the national reach of 71.5%.

Due to the lack of compatible audience measurement, the combined impact of this contribution cannot be expressed in terms of reach and frequency. Accordingly, the actual reach to the Class is expected to be greater than the percentage stated above for Adults 50+ and Adults 25-44.

⁷ GfK MRI Net+ Fusion combines GfK MRI's *Survey of the American Consumer* and Nielsen Online's NetView, providing a single-source dataset of off-line and online media usage by American consumers. Nielsen uses a patented metering technology and representative panels of Internet users to collect and report consumer Internet usage. The GfK MRI survey provides data on magazine and newspaper reading, television viewing, radio listening, product consumption, psychographic characteristics, computer and Internet access configurations, and geo-demographic characteristics. Combining the two datasets provides unduplicated audience estimates across print and online media.

NOTICE DESIGN

NOTICE DESIGN:
LONG-FORM NOTICE

The TPP Long Form and the Consumer Long Form will both be compliant with Rule 23 and consistent with the Federal Judicial Center's "illustrative" class action notices. Specifically, the Notices will clearly and concisely state in plain, easily understood language:

- The nature of the action;
- The definition of the class certified;
- The class claims, issues, or defenses;
- That a class member may enter an appearance through an attorney if the member so desires;
- That the Court will exclude from the class any member who requests exclusion;
- The time and manner for requesting exclusion; and
- The binding effect of a class judgment on members under Rule 23 (c)(3).

The Notices will prominently feature a toll-free number and website address for Class Members to obtain more information and file a claim.

NOTICE DESIGN:
PUBLICATION NOTICES

Rule 23(c)(2) of the Federal Rules of Civil Procedure requires class action publication notices to be written in “plain, easily understood language.” KM applies the plain language requirement in drafting publication notices in federal and state class actions. The firm maintains a strong commitment to adhering to the plain language requirement, while drawing on its experience and expertise to draft publication notices that effectively convey the necessary information to Class Members.

The plain language Publication Notices (Exhibit 6), are designed to alert Class Members to the litigation by using a bold headline. This headline will enable Class Members to quickly determine if they are potentially affected by the litigation. Plain language text provides important information regarding the subject of the litigation, the Class definition and the legal rights available to Class Members. The Publication Notices will include all the substantive information required by Rule 23.

KM has designed three Publication Notices in order to reach all potential Class Members:

- A Publication Notice focusing only on Zoladex®.
 - This Notice will be run to target Prostate Prescription Users.
- A Publication Notice focusing only on Pulmicort Respules®.
 - This Notice will be run to target Households with Kids 0-11.
- A Publication Notice focusing on both drugs.
 - This Notice will be run to target both audiences, Prostate Prescription Users and Households with Kids 0-11.

Each advertisement will prominently feature a toll-free number, website, and P.O. Box address for Class Members to obtain the TPP Long Form, Consumer Long Form, and other information.

NOTICE DESIGN:
TV Ad

The 30-second television advertisement will be designed to appeal specifically to Adults 50+ and Prostate Prescription Drug Users. The television ad will quickly alert viewers to the subject matter of the litigation and will help viewers to determine whether they may be potential Class Members, as well as inform them that they can file claims. The television ad will prominently feature the toll-free telephone number and website address for potential Class Members to obtain more information and a Claim Form.

NOTICE DESIGN: **WEBSITE AND INTERNET ADS**

An informational interactive website is a critical component of the Notice Program. A website is a constant information source instantly accessible to millions. The site will utilize the Internet's ability to serve as a key distribution channel and customer service bureau. Internet banner ads will help direct Class Members to the website.

WEBSITE DESIGN

Combining clean site design, consistent site navigation cues and search engine optimization, the website will provide Class Members with easy access to the details of the litigation.

- **CLEAN DESIGN:** The site will be designed for ease of navigation and comprehension, with user-friendly words and icons. Clearly labeled content will include the TPP Long Form and the Consumer Long Form, court documents, and answers to frequently asked questions. A "Contact Us" page will provide a toll-free number for individuals seeking additional information and the address or email of Class Counsel.
- **TRANSLATION:** The website will be available in Spanish.

INTERNET BANNER AD DESIGN

KM will design Internet banner advertisements to alert Class Members to the Proposed Settlement by using a bold headline. The headline will enable Class Members to quickly determine if they may be affected by the Settlement. When users click on the banner advertisement, they will be connected automatically to the informational website that contains complete information about their legal rights.

SAMPLE WEBSITE AND/OR INTERNET AD

For reference, below is a screen capture from the home page of the notice website and Internet ad in a similar case:

*In Re Pharmaceutical Industry Average Wholesale Price Litigation: AstraZeneca Settlement***AstraZeneca Average Wholesale Price Litigation**

Class Action Information

[Welcome Page](#)[General Notice](#)[9 State Notice](#)[Claim Form](#)[Court Documents](#)[Frequently Asked Questions](#)[Contact Information](#)[Español](#)**Welcome to the AstraZeneca Settlement Website**

There is a Class Action Settlement with AstraZeneca Pharmaceuticals LP ("AstraZeneca"), the maker of **Zoladex®**, a drug used in the treatment of prostate cancer, advanced breast cancer, endometriosis and fibrosis. **This lawsuit is not about the safety of Zoladex®.** The name of the lawsuit is *In re: Pharmaceutical Industry Average Wholesale Price Litigation*, Docket No. 01-CV-12257-PBS, MDL No. 1456.

The lawsuit claims that Medicare Part B Beneficiaries paid more than they should have for Zoladex®. The lawsuit claims the pricing information reported by AstraZeneca for Zoladex® was false and inflated. The pricing information is called the "average wholesale price" ("AWP"). AWP's were used to set the amount Medicare reimburses for drugs and the co-payment Medicare Part B Beneficiaries pay. AstraZeneca denies any wrongdoing.

AstraZeneca has agreed to pay up to \$24 million to Medicare Part B Beneficiaries who a) paid a percentage co-payment for Zoladex® based on AWP, and b) submit a valid Claim Form.

You are a member of the Class if you made a percentage co-payment under Medicare Part B for Zoladex® from January 1, 1991 through December 31, 2004. Heirs and legal representatives are included.


[IF YOU RESIDE IN ALABAMA, ALASKA, GEORGIA, IOWA, KENTUCKY, LOUISIANA, MISSISSIPPI, MONTANA, OR VIRGINIA, PLEASE CLICK HERE TO DOWNLOAD A COPY OF THE FULL NOTICE WHICH WILL EXPLAIN, IN DETAIL, YOUR RIGHTS AND OPTIONS](#)

[FOR ALL OTHERS, PLEASE CLICK HERE TO DOWNLOAD A COPY OF THE FULL NOTICE WHICH WILL EXPLAIN, IN DETAIL, YOUR RIGHTS AND OPTIONS](#)

Update: Final approval of the terms of the Settlement has been given by the Court and the appeal of that final approval has been resolved. We anticipate distribution of the Settlement funds to eligible consumers to commence during the summer of 2010.

* PLEASE NOTE: The Deadline for Filing Claims has passed. If you would like to file a claim, you are still urged to do so. However it is up to the Court's discretion to permit payment of claims received after the Deadline for Filing Claims.

* PLEASE NOTE: Exclusions may no longer be filed because the deadline has passed.



**If You Paid a Percentage Co-Payment for Prescription Drugs
Between January 1, 1991 and March 1, 2008
You May Be Entitled to Money Back**

[Click Here](#)

TOLL-FREE TELEPHONE SUPPORT

A toll-free interactive voice response system (“IVR”) with live customer service representative (“CSR”) support, will be established to service Class Members calling as a result of seeing the paid media notice. A 24-hour IVR system will be in place for callers to hear general information and get answers to frequently asked questions. Callers will have the option to speak with a CSR instead of, or in combination with IVR. CSRs are trained on the specifics of the program and will work from scripts developed and approved with the parties, offering accurate and understandable answer to questions about the Proposed Settlement. Callers will also be able to request a copy of the TPP Long Form and the Consumer Long Form.

EXHIBIT 1

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS

**If You are a Third-Party Payor and You Made Reimbursements
for Zoladex® or Pulmicort Respules®,
You Could Receive Benefits from Class Action Settlements.**

Zoladex® is used to treat prostate cancer, advanced breast cancer, endometriosis, and fibrosis.
Pulmicort Respules® is an inhaler used to treat asthma in children.

A federal Court authorized this Notice. This is not a solicitation from a lawyer.

- Two class action Settlements with AstraZeneca Pharmaceuticals LP (“AstraZeneca”), the maker of Zoladex® and Pulmicort Respules®, have been reached. The lawsuit claims, but AstraZeneca denies, that AstraZeneca reported false and inflated average wholesale prices (“AWP”) for Zoladex® and Pulmicort Respules®.
- The Settlements cover Third-Party Payors (“TPPs”) payments of all or some portion of an insureds Medicare Part B co-payments for Zoladex® and/or Pulmicort Respules® from January 1, 1991 through January 1, 2005 and non-Medicare Part B reimbursements for Zoladex® and Pulmicort Respules® from January 1, 1991 through June 11, 2010.
- Approximately 88% of the Settlement Funds in the National Settlement Agreement (approximately \$80 million) and 88% of the Settlement Funds in the Massachusetts Settlement Agreement (approximately \$11.4 million) will be paid to TPPs who file valid claims. The funds in the National Settlement will also be shared with large insurers, referred to as Independent Settling Health Plans, who have settled separately with AstraZeneca over the same claims.

A Summary of Your Rights and Choices:

Your Legal Rights Are Affected Even If You Do Not Act. Read This Notice Carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENTS	
SUBMIT A CLAIM FORM	The only way to get a payment from the Settlements.
EXCLUDE YOURSELF FROM ONE OR BOTH SETTLEMENTS	Get no benefit from that Settlement. This is the only option that allows you to ever be part of any other lawsuit against AstraZeneca about the claims in this case.
OBJECT/COMMENT	Remain in the Settlement(s) and write to the Court about what you think about the Settlements and whether the Court should approve the Settlements.
GO TO A HEARING	Remain in the Settlement(s) and ask to speak in Court about the fairness of the Settlements.
DO NOTHING	Get no payment. Give up rights to sue AstraZeneca about the claims in this lawsuit.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve each of the Settlements. Payments will be made if the Court approves the Settlements and after any appeals are resolved. Please be patient.

For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com

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For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com

BASIC INFORMATION

1. Why is there a notice?

You have a right to know about two proposed Settlements that are part of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlements.

The Court in charge of the case is the United States District Court for the District of Massachusetts, and the case is called *In re: Pharmaceutical Industry Average Wholesale Price Litigation*, 01-CV-12257-PBS, MDL No. 1456. The people who sued are called Plaintiffs and the company they sued, AstraZeneca Pharmaceuticals LP, is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims, but AstraZeneca denies, that AstraZeneca reported false and inflated average wholesale prices (“AWP”) for Zoladex[®] and Pulmicort Respules[®]. The reported AWP’s are used to set drug prices that are paid by Medicare and its beneficiaries, private health insurers, and consumers making percentage co-payments under private health insurance plans.

AstraZeneca denies any wrongdoing, and the Settlements are not an admission of wrongdoing or an indication that any law was violated. AstraZeneca has entered into the Settlements solely to avoid further expense, inconvenience, and the burden of these litigations and to put to rest this controversy and to avoid the risks of uncertain litigation.

3. Why is this a class action?

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All these people are a class or class members, except for those who exclude themselves from the class.

WHO IS IN THE SETTLEMENTS

To see if you are entitled to benefits from these Settlements, you first have to determine if you are a Class Member.

4. How do I know if I am part of the Settlements?

The **Nationwide Settlement** includes:

- Third-Party Payors (“TPPs”) in the United States who, from January 1, 1991 through January 1, 2005, made, or incurred an obligation to make, reimbursements for any portion of a Medicare Part B co-payment for Zoladex[®] and/or Pulmicort Respules[®] purchased outside of the Commonwealth of Massachusetts.
- TPPs in the United States who made, or incurred an obligation to make, non-Medicare Part B reimbursements for Zoladex[®] and/or Pulmicort Respules[®] purchased outside of the

For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com

Commonwealth of Massachusetts, during the period from January 1, 1991, through June 11, 2010.

The **Massachusetts Settlement** includes:

- TPPs in the United States that, from January 1, 1991 through January 1, 2005, made, or incurred an obligation to make, reimbursements for any portion of a Medicare Part B co-payment for Zoladex[®] and/or Pulmicort Respules[®] purchased in the Commonwealth of Massachusetts.
- TPPs that made, or incurred an obligation to make, non-Medicare Part B reimbursements for Zoladex[®] and/or Pulmicort Respules[®] purchased in the Commonwealth of Massachusetts, during the period from January 1, 1991 through June 11, 2010.

5. Which entities are included?

Entities, known as “Third-Party Payors” (“TPPs”), include health insurers (other than the Independent Settling Health Plans) that paid all or part of the cost of Zoladex[®] and/or Pulmicort Respules[®] for their insured patients. This may also include employee welfare benefit plans, governmental plans or unions plans that paid some portion of the cost of Zoladex[®] and/or Pulmicort Respules[®] for employees or family members of employees insured under these plans. Entities with self-funded plans that contract with a health insurance company or other entity to serve as a Third-Party claims administrator to administer their prescription drug benefits qualify as TPPs.

You are automatically included in the Settlements if you:

- Paid some or all of the purchase price, or reimbursed an insured or health plan participant or beneficiary for some or all of the purchase price for Zoladex[®] and/or Pulmicort Respules[®], and
- Reimbursed the purchase price between January 1, 1991 and January 1, 2005 for payments of an insured Medicare co-payment, and/or
- Reimbursed the purchase price between January 1, 1991 and June 11, 2010 for payments outside of Medicare.

A separate settlement has been reached with several large insurers referred to as Independent Settling Health Plans (“ISHPs”). ISHPs will share in the funds set aside for TPPs in the Nationwide Settlement.

6. I'm still not sure if I'm included.

If you are still not sure whether you are included, you can call 1-800-000-0000, visit the website www.AstrazenecaSettlement.com, or write to AstraZeneca AWP Settlement, P.O. 0000, West Palm Beach, FL 33416.

For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com

THE SETTLEMENTS' BENEFITS

7. What does the Nationwide Settlement provide?

AstraZeneca will pay \$90 million to settle the Plaintiffs' claims in the Nationwide Settlement. After deducting certain amounts, including attorneys' fees, expenses, and payments to Class Representatives (*see* Question 17), the net fund will be distributed in cash to TPPs, as well as consumers. TPPs will receive up to 88.89% of the net fund, and up to 11.11% will go to consumers. Half of the amounts allocated to TPPs will be used to satisfy the claims of Independent Settling Health Plans. If there is any money left in the Consumer Settlement Fund, after paying all valid claims, it will be paid to the TPPs and Independent Settling Health Plans. If claims exceed the amount available, payments will be reduced on a proportional basis so that all valid claims can be paid.

If you are a TPP and you want to get out of the Settlements (*see* the section called "Excluding Yourself From the Settlements" below), the TPP Settlement Fund will be reduced by the amount of money you would have received if you filed a valid claim. More details are in Settlement Agreements, available at www.AstrazenecaSettlement.com.

8. What does the Massachusetts Settlement provide?

AstraZeneca will pay \$13 million to settle the Plaintiffs' claims in the Massachusetts Settlement. After deducting certain amounts, including attorneys' fees, expenses, and payments to Class Representatives (*see* Question 17), the net fund will be distributed in cash to TPPs, as well as consumers. TPPs will receive at least 88.89% of the net fund, and up to 11.11% will go to consumers. If there is any money left in the Consumer Settlement Fund, after paying all valid claims, it will be paid to the TPPs. If claims exceed the amount available, payments will be reduced on a proportional basis so that all valid claims can be paid.

If you are a TPP and you want to get out of the Settlements (*see* the section called "Excluding Yourself From the Settlements" below), the TPP Settlement Fund will be reduced by the amount of money you would have received if you filed a valid claim. More details are in Settlement Agreements, available at www.AstrazenecaSettlement.com.

9. What do I need to do to get a payment?

If you paid reimbursements for Zoladex[®] and/or Pulmicort Respules[®] between January 1, 1991 and June 11, 2010, you may complete the attached Claim Form and provide documentation of your reimbursements as set forth on the Claim Form. Please see Question 10 for more details on how the amount will be determined.

Claim Forms must be postmarked by **Month 00, 2010**, and mailed to:

AstraZeneca AWP Settlement
P.O. 0000
West Palm Beach, FL 33416

For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com

10. How are payments determined?

The Settlement Fund amount initially available for TPPs in the class is \$40 million and is called the TPP Settlement Pool. A portion of the Court-approved deductions for attorneys' fees, litigation costs and expenses, and the cost of notice and administration will be deducted from this amount. The remaining amount will be paid to TPPs based on the amount they paid for Zoladex[®] and/or Pulmicort Respules[®] in proportion to what was paid by all TPPs who submit claims.

The Settlement provides that there may be an adjustment of the TPP Settlement Pool and the portion of the Settlement Fund available for TPPs who settled separately from the class (the "ISHP Settlement Pool").

The Settlement Agreement also provides that any undistributed portion of the \$10 million allocated to satisfy claims of Consumer Class Members will be distributed to TPPs and ISHPs.

The final TPP Settlement Pool and final ISHP Settlement Pool may be more or less than \$40 million, depending on the number and validity of the Claims submitted by TPPs. This adjustment procedure is intended to ensure that class member TPPs receive the same *pro rata* recovery as the ISHPs.

REMAINING IN THE SETTLEMENTS

11. What happens if I do nothing at all?

If you do nothing, you will not get any money from the Settlements. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against AstraZeneca about the legal issues in this case, ever again.

12. What am I giving up to stay in the Settlements?

Unless you exclude yourself from a Settlement, you can't sue AstraZeneca, continue to sue, or be part of any other lawsuit against AstraZeneca about the legal issues in this case. It also means that all of the decisions by the Court will bind you. The "Release of Claims" is described more fully in each Settlement Agreement and describes exactly the legal claims that you give up if you remain in that Settlement. The Settlement Agreements are available at www.AstrazenecaSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

If you don't want a payment from a Settlement, and you want to keep the right to sue or continue to sue AstraZeneca on your own about the legal issues in this case, then you must take steps to get out of the Settlements. This is called excluding yourself – or "opting out" of the Class.

13. How do I get out of the Settlements?

To exclude yourself from a Settlement, you must send a letter that includes the following:

For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com

- Your name, address and telephone number,
- A statement saying that you want to be excluded from either or both the National AstraZeneca Settlement and the Massachusetts AstraZeneca Settlement in *In re: Pharmaceutical Industry Average Wholesale Price Litigation*, 01-CV-12257-PBS, MDL No. 1456,
- Note whether you want to exclude yourself from the Nationwide Settlement or Massachusetts Settlement (or both), and
- Your signature.

You must mail your exclusion request, postmarked no later than **Month 00, 2010**, to:

AstraZeneca AWP Settlement
P.O. 0000
West Palm Beach, FL 33416

14. If I don't exclude myself, can I sue AstraZeneca for the same thing later?

No. Unless you exclude yourself, you give up the right to sue AstraZeneca for the claims that the Settlements resolve. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit.

15. If I exclude myself, can I still get a payment from the Settlements?

No. You will not get any money if you exclude yourself from the Settlement(s).

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court has appointed the following law firms to represent you and other Class Members:

Hagens Berman Sobol Shapiro LLP
www.hbsslaw.com
1918 Eighth Avenue, Suite 3300
Seattle, WA 98101

and

55 Cambridge Parkway, Suite 301
Cambridge, MA 02142

Hoffman & Edelson LLC
45 West Court Street
Doylestown, PA 18901

Spector Roseman Kodroff & Willis, PC
www.srk-law.com
1818 Market Street, Suite 2500
Philadelphia, PA 19103

Wexler Wallace LLP
www.wtlaw.us
55 West Monroe Street, Suite 3300
Chicago, IL 60603

These lawyers are called Class Counsel. You won't be charged personally for these lawyers, but they will ask the Court to award them a fee that will be paid out of the Settlement Funds. More information about Class Counsel and their experience is available at the Web sites listed above.

For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com

17. How will the lawyers be paid?

Class Counsel may ask the Court for attorneys' fees not to exceed one-third of the Settlement Funds (after deducting any amount that AstraZeneca gets back from any TPP exclusions) plus reimbursement of their expenses. Class Counsel will also request that each of the Class Representatives who helped the lawyers on behalf of the whole Class be compensated for the time they spent helping litigate the case.

COMMENTING ON THE SETTLEMENTS

You can tell the Court that you don't agree with either Settlement or some part of them.

18. How do I tell the Court what I think about a Settlement?

If you have comments about, or disagree with, any aspect of the Settlement(s), including the requested attorneys' fees, you may express your views to the Court by writing to the address below. The written response should include your name, address, telephone number, the case name and number (*In re: Pharmaceutical Industry Average Wholesale Price Litigation*, 01-CV-12257-PBS, MDL No. 1456), a reference to the National AstraZeneca Class Settlement and/or the Massachusetts AstraZeneca Class Settlement, a brief explanation of your reasons for objection, and your signature. The response must be postmarked no later than **Month 00, 2010** and mailed to:

Clerk of Court
John Joseph Moakley U.S. Courthouse
1 Courthouse Way, Suite 2300
Boston, Massachusetts 02210

19. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlements. You can object to a Settlement only if you do not exclude yourself from that Settlement. Excluding yourself from a Settlement is telling the Court that you don't want to be part of that Settlement. If you exclude yourself from a Settlement, you have no basis to object to that Settlement because it no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve each of the Settlements and any requests for fees and expenses. You may attend and you may ask to speak, but you don't have to.

20. When and where will the Court decide whether to approve the Settlements?

The Court will hold a Fairness Hearing at **Time x.m.** on **Month 00, 2010**, at the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, MA 02210. The hearing may be moved to a different date or time

For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com

without additional notice, so it is a good idea to check www.AstrazenecaSettlement.com for updated information. At this hearing the Court will consider whether each of the Settlements is fair, reasonable and adequate. The Court will also consider how much to pay Class Counsel and Class Representatives. If there are objections or comments, the Court will consider them at this time. After the hearing, the Court will decide whether to approve each of the Settlements. Is is not known how long these decisions will take.

21. Do I have to come to the hearing?

Attendance is not required, even if you properly mailed a written response. Class Counsel is prepared to answer the Court's questions on your behalf. If you or your personal attorney still want to attend the hearing, you are more than welcome at your expense. However, it is not necessary that you attend. As long as the objection was postmarked before the deadline the Court will consider it.

22. May I speak at the hearing?

If you want your own lawyer instead of Class Counsel to speak at the Final Approval Hearing, you must give the Court a paper that is called a "Notice of Appearance." The Notice of Appearance should include the name and number of the lawsuit (*In re: Pharmaceutical Industry Average Wholesale Price Litigation*, 01-CV-12257-PBS, MDL No. 1456), and state that you wish to enter an appearance at the Fairness Hearing. It also must include your name, address, telephone number, and signature. Your "Notice of Appearance" must be postmarked no later than **Month 00, 2010**. You cannot speak at the Hearing if you previously asked to be excluded from a Settlement.

The Notice of Appearance must be filed with the Court at the address in Question 13.

GETTING MORE INFORMATION

23. How do I get more information?

This Notice summarizes the Settlements. You can get more information about the Settlements at www.AstrazenecaSettlement.com, by calling 1-800-000-0000, or writing to AstraZeneca AWP Settlement, P.O. 0000, West Palm Beach, FL 33416.

For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com

EXHIBIT 2

If You Paid for Zoladex[®] or Pulmicort Respules[®], You Could Receive Benefits from Class Action Settlements.

Zoladex[®] is used to treat prostate cancer, advanced breast cancer, endometriosis, and fibrosis.

Pulmicort Respules[®] is an inhaler used to treat asthma in children.

A federal Court authorized this Notice. This is not a solicitation from a lawyer.

- Two class action Settlements with AstraZeneca Pharmaceuticals LP (“AstraZeneca”), the maker of Zoladex[®] and Pulmicort Respules[®], have been reached. The lawsuit claims, but AstraZeneca denies, that AstraZeneca reported false and inflated average wholesale prices (“AWP”) for Zoladex[®] and Pulmicort Respules[®].
- You can get a refund if you paid cash or made a percentage co-payment for Zoladex[®] and/or Pulmicort Respules[®] from January 1, 1991 through June 11, 2010. A percentage co-payment varies with the cost of the drug. You cannot get a refund if you paid a flat co-payment.
- Up to \$10 million will be paid to consumers who file valid claims in the National Settlement. Up to \$1.4 million will be paid to consumers in the Massachusetts Settlement. You can receive up to \$150 or more for your out-of-pocket payments for Zoladex[®] and/or Pulmicort Respules[®]. For claims during the years 1997 through 2003 you may receive up to three times your out of pocket expenses for Zoladex[®].

A Summary of Your Rights and Choices:

Your Legal Rights Are Affected Even If You Do Not Act. Read This Notice Carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENTS	
SUBMIT A CLAIM FORM	The only way to get a payment from the Settlements.
EXCLUDE YOURSELF FROM ONE OR BOTH SETTLEMENTS	Get no benefit from that Settlement. This is the only option that allows you to ever be part of any other lawsuit against AstraZeneca about the claims in this case.
OBJECT/COMMENT	Remain in the Settlement(s) and write to the Court about what you think about the Settlements.
GO TO A HEARING	Remain in the Settlement(s) and ask to speak in Court about the fairness of the Settlements.
DO NOTHING	Get no payment. Give up rights to sue AstraZeneca about the claims in this lawsuit.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve each of the Settlements. Payments will be made if the Court approves the Settlements and after any appeals are resolved. Please be patient.

**For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com
Para una notificación en Español, llamar o visitar nuestro website**

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**For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com
Para una notificación en Español, llamar or visitar nuestro website**

BASIC INFORMATION

1. Why is there a notice?

You have a right to know about two proposed Settlements that are part of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlements.

The Court in charge of the case is the United States District Court for the District of Massachusetts, and the case is called *In re: Pharmaceutical Industry Average Wholesale Price Litigation*, 01-CV-12257-PBS, MDL No. 1456. The people who sued are called Plaintiffs and the company they sued, AstraZeneca Pharmaceuticals LP, is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims, but AstraZeneca denies, that AstraZeneca reported false and inflated average wholesale prices (“AWP”) for Zoladex[®] and Pulmicort Respules[®]. The reported AWP’s are used to set drug prices that are paid by Medicare and its beneficiaries, private health insurers, and consumers making percentage co-payments under private health insurance plans.

AstraZeneca denies any wrongdoing, and the Settlements are not an admission of wrongdoing or an indication that any law was violated. AstraZeneca has entered into the Settlements solely to avoid further expense, inconvenience, and the burden of these litigations and to put to rest this controversy and to avoid the risks of uncertain litigation.

3. Why is this a class action?

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All these people are a class or class members, except for those who exclude themselves from the class.

WHO IS IN THE SETTLEMENTS

To see if you are entitled to benefits from these Settlements, you first have to determine if you are a Class Member.

4. How do I know if I am part of the Settlements?

Generally, under both Settlements you must have made a cash or a percentage co-payment for Zoladex[®] and/or Pulmicort Respules[®] during the period from January 1, 1991, through June 11, 2010.

- A cash payment is a payment for the full cost of the drug without the help of payment by an insurer or other source.
- A percentage co-payment varies with the cost of the drug (e.g. 10% or 20% of the cost of the drug).

For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com
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You are not a member of a Class if you only made flat co-payments (for example, a flat amount of \$10 or \$25 per prescription regardless of the cost of the drug), **if insurance paid all of your co-payment, or if you were never obligated to make a co-payment at all.**

The **Nationwide Settlement** includes:

- All natural persons in the United States who made, or incurred an obligation to make, a non-Medicare Part B payment for Zoladex[®] and/or Pulmicort Respules[®] purchased outside of the Commonwealth of Massachusetts, during the period from January 1, 1991, through June 11, 2010.

The **Massachusetts Settlement** includes:

- All natural persons who made, or were liable for all or any portion of, a non-Medicare Part B payment for Zoladex[®] and/or Pulmicort Respules[®] purchased in the Commonwealth of Massachusetts, during the period from January 1, 1991, through June 11, 2010.

5. Who else is included?

Entities, known as “Third-Party Payors” (“TPPs”) are also included in the Settlements. TPPs could include health insurers that paid all or part of the cost of Zoladex[®] and/or Pulmicort Respules[®] for their insured patients. This may also include employee welfare benefit plans, governmental plans or union plans that paid some portion of the cost of Zoladex[®] and/or Pulmicort Respules[®] for employees or family members of employees insured under these plans. Entities with self-funded plans that contract with a health insurance company or other entity to serve as a Third-Party claims administrator to administer their prescription drugs benefits qualify as TPPs.

A separate settlement has been reached with several large insurers referred to as Independent Settling Health Plans (“ISHPs”). ISHPs will share in the funds set aside for TPPs in the Nationwide Settlement.

6. I'm still not sure if I'm included.

If you are still not sure whether you are included, you can call 1-800-000-0000, visit the website www.AstrazenecaSettlement.com, or write to AstraZeneca AWP Settlement, P.O. 0000, West Palm Beach, FL 33416.

THE SETTLEMENTS' BENEFITS

7. What does the Nationwide Settlement provide?

AstraZeneca will pay \$90 million to settle the Plaintiffs' claims in the Nationwide Settlement. After deducting certain amounts, including attorneys' fees, expenses, and payments to Class Representatives (*see* Question 17), the net fund will be distributed in cash to consumers who submit valid claims, as well as to TPPs. Consumers will receive up to 11.11% of the net fund, and up to 88.89% will go to TPPs and a group of ISHPs. If there is any money left in the Consumer Settlement Fund, after paying all valid claims, it will be paid to the TPPs and Independent Settling

**For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com
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Health Plans. If consumer claims exceed the amount available, payments will be reduced on a proportional basis so that all valid claims can be paid.

More details are in Settlement Agreements, available at www.AstrazenecaSettlement.com.

8. What does the Massachusetts Settlement provide?

AstraZeneca will pay \$13 million to settle the Plaintiffs' claims in the Massachusetts Settlement. After deducting certain amounts, including attorneys' fees, expenses, and payments to Class Representatives (*see* Question 17), the net fund will be distributed in cash to consumers who submit valid claims, as well as to TPPs. Consumers will receive up to 11.11% of the net fund, and up to 88.89% will go to TPPs. If there is any money left in the Consumer Settlement Fund, after paying all valid claims, it will be paid to the TPPs. If consumer claims exceed the amount available, payments will be reduced on a proportional basis so that all valid claims can be paid.

More details are in Settlement Agreements, available at www.AstrazenecaSettlement.com.

9. What do I need to do to get a payment?

If you paid cash or a percentage co-payment for Zoladex[®] and/or Pulmicort Respules[®] between January 1, 1991 and June 11, 2010, you have two options to get a payment:

1) Easy Refund Option: You may sign the attached claim form under penalty of perjury, stating that you paid a percentage co-payment for either Zoladex[®] and/or Pulmicort Respules[®] between January 1, 1991 and June 11, 2010. Under this option you will be entitled to a one-time flat payment of up to \$150 depending on how many consumers file valid claims.

OR

2) Full Estimated Refund Option: You may complete the attached Claim Form and provide some documentation of your cash or percentage co-payments for Zoladex[®] and/or Pulmicort Respules[®] between January 1, 1991 and June 11, 2010, and receive a partial refund of the total amount you spent. The Claim Form explains what type of documentation is necessary to prove your claim. Please see Question 10 for more details on how the amount will be determined.

Claim Forms must be postmarked by **Month 00, 2010**, and mailed to:

AstraZeneca AWP Settlement
P.O. 0000
West Palm Beach, FL 33416

10. How are payments determined?

The amount of money you are eligible to receive will depend on how much Zoladex[®] and/or Pulmicort Respules[®] you purchased, and on how many Class Members file valid claims.

Easy Refund Option: If you select the "Easy Refund Option" you will receive a one-time payment of up to \$150.

For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com
Para una notificación en Español, llamar or visitar nuestro website

Full Estimated Refund Option: If you select to estimate your out-of-pocket expenses associated with Zoladex[®] and/or Pulmicort Respules[®], and provide the proper documentation (see Claim Form), your payment will be calculated as follows:

- Your out-of-pocket payments for Zoladex[®] during the period of December 1, 1997 through December 31, 2003 will be multiplied by a factor of three (3x) and added to your out-of-pocket payments for Zoladex[®] outside this period (with no multiplication factor). This amount will be added to your out-of-pocket expenditures for Pulmicort Respules[®] multiplied by .25.

Example: You paid (1) \$200 out-of-pocket for Zoladex[®] during the period of December 1, 1997 through December 31, 2003, (2) \$500 out-of-pocket for Zoladex[®] outside of this period, and (3) \$400 for Pulmicort Respules[®].

Payment Calculation:

Zoladex[®] = (\$200 Zoladex[®] x 3) + \$500 Zoladex[®] = \$1,100

Pulmicort Respules[®] = (\$400 Pulmicort Respules[®] x .25) = \$100

Both = (\$200 Zoladex[®] x 3) + \$500 Zoladex[®] + (\$400 Pulmicort Respules[®] x .25) = \$1,200

If consumer claims exceed the amount available, payments will be reduced on a proportional basis so that all valid claims can be paid.

REMAINING IN THE SETTLEMENTS

11. What happens if I do nothing at all?

If you do nothing, you will not get any money from the Settlements. You will be bound by the Court's decisions. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against AstraZeneca about the legal issues in this case, ever again.

12. What am I giving up to stay in the Settlements?

Unless you exclude yourself from a Settlement, you can't sue AstraZeneca, continue to sue, or be part of any other lawsuit against AstraZeneca about the legal issues in this case. It also means that all of the decisions by the Court will bind you. The "Release of Claims" is described more fully in each Settlement Agreement and describes exactly the legal claims that you give up if you remain in that Settlement. The Settlement Agreements are available at www.AstrazenecaSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

If you don't want a payment from a Settlement, and you want to keep the right to sue or continue to sue AstraZeneca on your own about the legal issues in this case, then you must take steps to get out of these Settlements. This is called excluding yourself – or "opting out" of the Class.

For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com
Para una notificación en Español, llamar o visitar nuestro website

13. How do I get out of the Settlements?

To exclude yourself from a Settlement, you must send a letter that includes the following:

- Your name, address and telephone number,
- A statement saying that you want to be excluded from either or both of the National AstraZeneca Consumer Class Settlement and the Massachusetts AstraZeneca Consumer Class Settlement in *In re: Pharmaceutical Industry Average Wholesale Price Litigation*, 01-CV-12257-PBS, MDL No. 1456,
- Note whether you want to exclude yourself from the Nationwide Settlement or Massachusetts Settlement (or both), and
- Your signature.

You must mail your exclusion request, postmarked no later than **Month 00, 2010**, to:

AstraZeneca AWP Settlement
P.O. 0000
West Palm Beach, FL 33416

14. If I don't exclude myself, can I sue AstraZeneca for the same thing later?

No. Unless you exclude yourself, you give up the right to sue AstraZeneca for the claims that the Settlements resolve. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit.

15. If I exclude myself, can I still get a payment from the Settlements?

No. You will not get any money if you exclude yourself from the Settlement(s).

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court has appointed the following law firms to represent you and other Class Members:

Hagens Berman Sobol Shapiro LLP
www.hbsslaw.com
1918 Eighth Avenue, Suite 3300
Seattle, WA 98101

and

55 Cambridge Parkway, Suite 301
Cambridge, MA 02142

Hoffman & Edelson LLC
45 West Court Street
Doylestown, PA 18901

Spector Roseman Kodroff & Willis, PC
www.srk-law.com
1818 Market Street, Suite 2500
Philadelphia, PA 19103

Wexler Wallace LLP
www.wtwlaw.us
55 West Monroe Street, Suite 3300
Chicago, IL 60603

**For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com
Para una notificación en Español, llamar or visitar nuestro website**

These lawyers are called Class Counsel. You won't be charged personally for these lawyers, but they will ask the Court to award them a fee that will be paid out of the Settlement Funds. More information about Class Counsel and their experience is available at the Web sites listed above.

17. How will the lawyers be paid?

Class Counsel may ask the Court for attorneys' fees not to exceed one-third of the Settlement Funds (after deducting any amount that AstraZeneca gets back from any TPP exclusions) plus reimbursement of their expenses. Class Counsel will also request each of the Class Representatives who helped the lawyers on behalf of the whole Class be compensated for the time spent helping litigate the case.

COMMENTING ON THE SETTLEMENTS

You can tell the Court that you don't agree with either Settlement or some part of them.

18. How do I tell the Court what I think about a Settlement?

If you have comments about, or disagree with, any aspect of the Settlement(s), including the requested attorneys' fees, you may express your views to the Court by writing to the address below. The written response should include your name, address, telephone number, the case name and number (*In re: Pharmaceutical Industry Average Wholesale Price Litigation*, 01-CV-12257-PBS, MDL No. 1456), a reference to the National AstraZeneca Consumer Class Settlement and/or the Massachusetts AstraZeneca Consumer Class Settlement, a brief explanation of your reasons for objection, and your signature. The response must be postmarked no later than **Month 00, 2010** and mailed to:

Clerk of Court
John Joseph Moakley U.S. Courthouse
1 Courthouse Way, Suite 2300
Boston, Massachusetts 02210

19. What's the difference between objecting to and asking to be excluded?

Objecting is simply telling the Court that you don't like something about the Settlements. You can object to a Settlement only if you do not exclude yourself from that Settlement. Excluding yourself from a Settlement is telling the Court that you don't want to be part of that Settlement. If you exclude yourself from a Settlement, you have no basis to object to that Settlement because it no longer affects you.

THE COURTS FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve each of the Settlements and any requests for fees and expenses. You may attend and you may ask to speak, but you don't have to.

**For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com
Para una notificación en Español, llamar o visitar nuestro website**

20. When and where will the Court decide whether to approve the Settlements?

The Court will hold a Fairness Hearing at **Time x.m.** on **Month 00, 2010**, at the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, MA 02210. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.AstrazenecaSettlement.com for updated information. At this hearing the Court will consider whether each of the Settlements is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and Class Representatives. If there are objections or comments, the Court will consider them at this time. After the hearing, the Court will decide whether to approve each of the Settlements. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

Attendance is not required, even if you properly mailed a written response. Class Counsel is prepared to answer the Court's questions on your behalf. If you or your personal attorney still want to attend the hearing, you are more than welcome at your expense. However, it is not necessary that you attend. As long as the objection was postmarked before the deadline the Court will consider it.

22. May I speak at the hearing?

If you want your own lawyer instead of Class Counsel to speak at the Final Approval Hearing, you must give the Court a paper that is called a "Notice of Appearance." The Notice of Appearance should include the name and number of the lawsuit (*In re: Pharmaceutical Industry Average Wholesale Price Litigation*, 01-CV-12257-PBS, MDL No. 1456), and state that you wish to enter an appearance at the Fairness Hearing. It also must include your name, address, telephone number, and signature. Your "Notice of Appearance" must be postmarked no later than **Month 00, 2010**. You cannot speak at Hearing if you asked to be excluded from a Settlement.

The Notice of Appearance must be filed with the Court at the address in Question 13.

GETTING MORE INFORMATION

23. How do I get more information?

This Notice summarizes the Settlements. You can get more information about the Settlements at www.AstrazenecaSettlement.com, by calling 1-800-000-0000, or writing to AstraZeneca AWP Consumer Class Settlement, P.O. 0000, West Palm Beach, FL 33416.

**For More Information: Call 1-800-000-0000 or Visit www.AstrazenecaSettlement.com
Para una notificación en Español, llamar o visitar nuestro website**

EXHIBIT 3

Weekend Newspaper Supplements
Exhibit 3

STATE	PRIMARY MARKET	NEWSPAPER	CIRCULATION	SUPPLEMENT
AK	Juneau	Empire	4,797	USA Weekend
AK	Kenai	Peninsula Clarion	5,277	USA Weekend
AK	Anchorage	Anchorage Daily News	57,655	Parade
AK	Fairbanks	Fairbanks Daily News-Miner	17,718	Parade
AL	Athens	The News Courier	7,356	USA Weekend
AL	Cullman	Times	10,155	USA Weekend
AL	Decatur	The Decatur Daily	23,354	USA Weekend
AL	Dothan	Eagle	32,645	USA Weekend
AL	Florence-Sheffield-Tuscumbia-Muscle Shoals	Times Daily	28,540	USA Weekend
AL	Gardendale	North Jefferson News	2,788	USA Weekend
AL	Jasper	Mountain Eagle	10,185	USA Weekend
AL	Montgomery	Advertiser	46,182	USA Weekend
AL	Opelika/Auburn	News	14,638	USA Weekend
AL	Alexander City	The Outlook	3,919	Parade
AL	Anniston	The Anniston Star	22,659	Parade
AL	Birmingham	The Birmingham News	150,044	Parade
AL	Gadsden	The Gadsden Times	18,305	Parade
AL	Huntsville	The Huntsville Times	67,995	Parade
AL	Mobile	Press-Register	104,521	Parade
AL	Selma	The Selma Times-Journal	5,332	Parade
AL	Talladega	The Daily Home	8,652	Parade
AL	Tuscaloosa	The Tuscaloosa News	31,966	Parade
AR	Conway	Log Cabin Democrat	11,040	USA Weekend
AR	El Dorado	News-Times	14,175	USA Weekend
AR	Fayetteville	Northwest Arkansas Democrat-Gazette	73,000	USA Weekend
AR	Fort Smith	Times Record	41,562	USA Weekend
AR	Harrison	Times	8,697	USA Weekend
AR	Hot Springs	Sentinel-Record	17,459	USA Weekend
AR	Jonesboro	Sun	19,830	USA Weekend
AR	Mountain Home	Baxter Bulletin	10,691	USA Weekend
AR	Paragould	Daily Press	4,237	USA Weekend
AR	Pine Bluff	Commercial	12,733	USA Weekend
AR	Russellville	Courier	10,116	USA Weekend
AR	Searcy	Citizen	5,300	USA Weekend
AR	Blytheville	Blytheville Courier News	2,985	Parade
AR	Little Rock/Fayetteville	Arkansas Democrat Gazette/Northwest Arkansas Democrat Gazette	293,845	Parade
AZ	Bullhead City	Mohave Valley Daily News	9,930	USA Weekend
AZ	Casa Grande	Dispatch	8,300	USA Weekend
AZ	Nogales	Nogales International	3,000	USA Weekend
AZ	Phoenix	La Voz	50,000	USA Weekend
AZ	Phoenix	Republic & Sunday Select	498,572	USA Weekend
AZ	Safford	Eastern Arizona Courier	5,576	USA Weekend
AZ	Sierra Vista	Herald/Bisbee Daily Review	9,515	USA Weekend
AZ	Tucson	Star	135,432	USA Weekend
AZ	Cottonwood	Verde Independent & The Bugle	4,516	Parade

**Weekend Newspaper Supplements
Exhibit 3**

AZ	Flagstaff	Arizona Daily Sun	11,316	Parade
AZ	Kingman	The Kingman Daily Miner	7,532	Parade
AZ	Lake Havasu	Today's News-Herald	10,706	Parade
AZ	Mesa/Scottsdale	Tribune	99,078	Parade
AZ	Prescott	The Daily Courier	16,722	Parade
AZ	Sun City	News-Sun	7,833	Parade
AZ	Tucson	The Arizona Daily Star	135,432	Parade
AZ	Yuma	The Sun	15,299	Parade
CA	Auburn	Journal	9,925	USA Weekend
CA	Benicia	Herald	2,729	USA Weekend
CA	Chico	Enterprise-Record	30,399	USA Weekend
CA	Davis	Enterprise	9,193	USA Weekend
CA	Eureka	Times-Standard	20,858	USA Weekend
CA	Fairfield	Republic	17,946	USA Weekend
CA	Grass Valley	The Union	15,628	USA Weekend
CA	Hanford	Sentinel	9,680	USA Weekend
CA	Hayward/Fremont/Newark/ Pleasanton	ANG Newspapers	86,364	USA Weekend
CA	Lakeport	Record-Bee	7,258	USA Weekend
CA	Lodi	News-Sentinel	15,405	USA Weekend
CA	Long Beach	Impacto USA	250,593	USA Weekend
CA	Los Angeles	Daily News	126,092	USA Weekend
CA	Los Angeles County	Press Telegram	80,315	USA Weekend
CA	Los Angeles County	Breeze	64,457	USA Weekend
CA	Los Angeles County	Star News-Valley Tribune-Daily News	78,397	USA Weekend
CA	Madera	Tribune	5,287	USA Weekend
CA	Marin County	Independent Journal	30,094	USA Weekend
CA	Monterey	Herald	28,778	USA Weekend
CA	Napa	Register	14,414	USA Weekend
CA	Oakland	Tribune	41,700	USA Weekend
CA	Ontario	Inland Valley Daily Bulletin	52,616	USA Weekend
CA	Palm Springs	Desert Sun Newspapers	83,080	USA Weekend
CA	Palo Alto/Menlo Park	The Daily News	18,500	USA Weekend
CA	Placerville	Mountain Democrat	12,137	USA Weekend
CA	Red Bluff	News	6,469	USA Weekend
CA	Redlands	Facts	7,012	USA Weekend
CA	Ridgecrest	The Daily Independent	3,967	USA Weekend
CA	Roseville	The Press-Tribune	8,003	USA Weekend
CA	Salinas	Californian	15,293	USA Weekend
CA	San Bernardino	Sun	55,746	USA Weekend
CA	San Diego	La Jolla Village News	19,500	USA Weekend
CA	San Francisco	Examiner	248,711	USA Weekend
CA	San Jose	Yes! Your Essential Shopper	25,000	USA Weekend
CA	San Jose	Mercury News	244,661	USA Weekend
CA	San Mateo/Lompoc	Times	27,439	USA Weekend
CA	Santa Barbara	News-Press	31,362	USA Weekend
CA	Santa Cruz	Sentinel	21,865	USA Weekend
CA	Santa Maria/Lompoc	Times-Record	20,137	USA Weekend
CA	Tulare/Visalia	Advance Register-Times-Delta	25,664	USA Weekend
CA	Ukiah	Journal	6,714	USA Weekend
CA	Vacaville	Reporter	16,207	USA Weekend

**Weekend Newspaper Supplements
Exhibit 3**

CA	Vallejo	Times-Herald	15,603	USA Weekend
CA	Victorville/Barstow	Press-Desert Dispatch	31,408	USA Weekend
CA	Walnut Creek	Contra Costa Times	161,911	USA Weekend
CA	Watsonville	Register-Pajaronian	5,268	USA Weekend
CA	Woodland	Democrat	8,517	USA Weekend
CA	Yreka	Siskiyou Daily News	5,786	USA Weekend
CA	Bakersfield	The Bakersfield Californian	56,464	Parade
CA	Camarillo	Ventura County Star	81,524	Parade
CA	El Centro	Imperial Valley Press	9,854	Parade
CA	Fresno	The Fresno Bee	153,754	Parade
CA	Hanford	The Sentinel	9,680	Parade
CA	Lompoc	Lompoc Record	4,672	Parade
CA	Los Angeles	Los Angeles Times	983,702	Parade
CA	Marysville-Yuba City	Appeal-Democrat	18,306	Parade
CA	Merced	Merced Sun-Star	17,620	Parade
CA	Modesto	The Modesto Bee	73,865	Parade
CA	Napa Valley	Register	13,794	Parade
CA	Oceanside/Escondido	North County Times	70,170	Parade
CA	Palmdale	Antelope Valley Press	19,233	Parade
CA	Porterville	Recorder	7,200	Parade
CA	Redding	Record Searchlight	27,837	Parade
CA	Riverside	The Press Enterprise	121,786	Parade
CA	Sacramento	The Sacramento Bee	267,974	Parade
CA	San Diego	The San Diego Union-Tribune	309,571	Parade
CA	San Diego/TMC	Local Community Values	202,084	Parade
CA	San Francisco	San Francisco Chronicle	306,705	Parade
CA	San Francisco/TMC	The Wrap	25,845	Parade
CA	San Luis Obispo	The Tribune	39,184	Parade
CA	Santa Ana	The Orange County Register	288,174	Parade
CA	Santa Ana/TMC	Orange County Register Community Publications	99,000	Parade
CA	Santa Maria	Santa Maria Times	15,465	Parade
CA	Santa Rosa	The Press Democrat	68,489	Parade
CA	Stockton	The Record	53,237	Parade
CA	Victorville	High Desert Press Dispatch	28,216	Parade
CO	Aspen	Times	10,500	USA Weekend
CO	Canon City	Daily Record	7,389	USA Weekend
CO	Denver	Post-Rocky Mountain News	479,876	USA Weekend
CO	Durango/Cortez	Herald-Journal	15,069	USA Weekend
CO	Fort Collins	Coloradoan	28,257	USA Weekend
CO	Frisco	Summit Daily News	11,350	USA Weekend
CO	Glenwood Springs	Post Independent	11,250	USA Weekend
CO	Granby	Sky Hi News	6,500	USA Weekend
CO	Grand Junction	Free Press	12,350	USA Weekend
CO	Greeley	Tribune	21,479	USA Weekend
CO	Longmont	Times-Call	21,582	USA Weekend
CO	Loveland	Reporter-Herald	16,921	USA Weekend
CO	Steamboat Springs	Steamboat Today	9,300	USA Weekend
CO	Vail	Daily	14,500	USA Weekend
CO	Boulder	Sunday Camera	29,151	Parade
CO	Canon City	Canon City Daily Record	7,055	Parade

**Weekend Newspaper Supplements
Exhibit 3**

CO	Colorado Springs	The Gazette	96,783	Parade
CO	Denver	The Denver Post	495,485	Parade
CO	Grand Junction	The Daily Sentinel	29,397	Parade
CO	Longmont	Times-Call	21,582	Parade
CO	Loveland	Reporter-Herald	16,921	Parade
CO	Montrose	Montrose Daily Press	5,382	Parade
CO	Pueblo	The Pueblo Chieftain	48,406	Parade
CO	Trinidad	The Chronicle-News	3,314	Parade
CO	Windsor	Windsor Now!	3,842	Parade
CT	Hartford	Courant	224,595	USA Weekend
CT	Norwalk	Hour	13,395	USA Weekend
CT	Norwich	Bulletin	24,994	USA Weekend
CT	Willimantic	Chronicle	6,871	USA Weekend
CT	Bridgeport	Connecticut Post	80,491	Parade
CT	Danbury	The News-Times	29,964	Parade
CT	Greenwich	Time	10,512	Parade
CT	Manchester	Journal Inquirer	37,028	Parade
CT	Meriden	Record-Journal	18,312	Parade
CT	Middletown	The Middletown Press	6,114	Parade
CT	New Britain	The Herald	11,517	Parade
CT	New Haven	New Haven Register	81,600	Parade
CT	New London	The Day	32,943	Parade
CT	Stamford	The Advocate	23,074	Parade
CT	Torrington	The Register Citizen	7,626	Parade
CT	Waterbury	The Sunday Republican	54,591	Parade
DC	Washington	Times	43,889	USA Weekend
DC	Washington	Examiner	252,569	USA Weekend
DC	Washington	The Washington Post	822,208	Parade
DE	Wilmington	News Journal & Sunday Select	127,091	USA Weekend
DE	Dover	State News Sunday	17,506	Parade
FL	Brooksville	Hernando Today	3,727	USA Weekend
FL	Charlotte Harbor/Port Charlotte	Sun	73,860	USA Weekend
FL	Crystal River	Citrus County Chronicle	32,389	USA Weekend
FL	Daytona Beach	News-Journal	101,321	USA Weekend
FL	Ft. Lauderdale	El Sentinel	99,154	USA Weekend
FL	Ft. Lauderdale/South Florida	Sun-Sentinel	283,381	USA Weekend
FL	Ft. Myers	News-Press	105,175	USA Weekend
FL	Jackson County	Floridian	5,869	USA Weekend
FL	Jacksonville	Times-Union	177,591	USA Weekend
FL	Kissimmee	Osceola News-Gazette	38,469	USA Weekend
FL	Leesburg	Commercial	21,451	USA Weekend
FL	Live Oak	Suwannee Democrat	5,953	USA Weekend
FL	Melbourne	Florida Today & Sunday Select	89,926	USA Weekend
FL	Pensacola	News Journal	63,299	USA Weekend
FL	Sebring	Highlands Today	17,670	USA Weekend
FL	St. Augustine	Record	19,053	USA Weekend
FL	Tallahassee	Democrat	55,392	USA Weekend
FL	Tampa	Centro Mi Diario	51,224	USA Weekend
FL	Tampa/Newport Richey	Suncoast Newspapers	112,643	USA Weekend

**Weekend Newspaper Supplements
Exhibit 3**

FL	The Villages	Daily Sun	39,465	USA Weekend
FL	Winter Haven	News Chief	7,599	USA Weekend
FL	Bradenton	Bradenton Herald	40,827	Parade
FL	Cape Coral	Cape Coral Daily Breeze	50,195	Parade
FL	Ft Walton Beach	Northwest Florida Daily News	34,559	Parade
FL	Gainesville	The Gainesville Sun	40,982	Parade
FL	Lake City	Lake City Reporter	7,372	Parade
FL	Lakeland	The Ledger	62,317	Parade
FL	Miami	The Miami Herald	238,613	Parade
FL	Miami/El	El Nuevo Herald	81,721	Parade
FL	Naples/Bonita	Naples Daily News	49,120	Parade
FL	Ocala	Star-Banner	40,403	Parade
FL	Orlando	Orlando Sentinel	280,740	Parade
FL	Orlando Select	Orlando Sentinel Sunday Select	20,000	Parade
FL	Orlando/SMC	What's the Deal Orlando?	100,000	Parade
FL	Panama City	Freedom Florida Newspapers	26,500	Parade
FL	Panama City	The News Herald	28,998	Parade
FL	Sarasota	Herald-Tribune	86,741	Parade
FL	St. Petersburg	St. Petersburg Times	370,050	Parade
FL	Stuart	SCRIPPS Treasure Coast Newspapers	91,577	Parade
FL	Tampa	The Tampa Tribune	252,953	Parade
FL	West Palm Beach	The Palm Beach Post	143,547	Parade
FL	Winter Haven	The Reporter	28,794	Parade
GA	Albany	Herald	21,427	USA Weekend
GA	Athens	Banner-Herald	25,684	USA Weekend
GA	Augusta	Chronicle	73,913	USA Weekend
GA	Canton	Cherokee Tribune	5,349	USA Weekend
GA	Carrollton	Times-Georgian	8,770	USA Weekend
GA	Cartersville	The Daily Tribune News	6,596	USA Weekend
GA	Cumming	Forsyth County News	15,136	USA Weekend
GA	Cummings	South Forsyth News	16,800	USA Weekend
GA	Dalton	Citizen	11,001	USA Weekend
GA	Douglas County	Sentinel	3,374	USA Weekend
GA	Dublin	Courier Herald	9,616	USA Weekend
GA	Gainesville	Times	26,715	USA Weekend
GA	Griffin	News	6,641	USA Weekend
GA	Jonesboro/McDonough	News-Daily Herald	4,399	USA Weekend
GA	LaGrange	LaGrange Daily News	8,550	USA Weekend
GA	Lawrenceville/Conyers/Rockdale	Daily Post-Citizen	110,973	USA Weekend
GA	Marietta	Daily Journal-Cherokee Tribune-Nearby Newspapers	103,060	USA Weekend
GA	Milledgeville	Union-Recorder	7,163	USA Weekend
GA	Newnan	Times-Herald	9,800	USA Weekend
GA	Perry	Houston Journal	14,000	USA Weekend
GA	Savannah	Morning News	56,066	USA Weekend
GA	Americus	Americus Times-Recorder	4,250	Parade
GA	Atlanta	The Atlanta Journal-Constitution	403,649	Parade
GA	Columbus	Columbus Ledger-Enquirer	43,218	Parade
GA	Cordele	Cordele Dispatch	3,607	Parade

**Weekend Newspaper Supplements
Exhibit 3**

GA	Hinesville	Liberty County Coastal Courier	4,147	Parade
GA	Macon	The Telegraph	63,403	Parade
GA	Moultrie	The Moultrie Observer	5,910	Parade
GA	Richmond Hill	Bryan County News	2,163	Parade
GA	Rome	Rome News-Tribune	15,401	Parade
GA	Statesboro	Statesboro Herald	7,470	Parade
GA	Thomasville	Thomasville Times-Enterprise	8,291	Parade
GA	Tifton	The Tifton Gazette	6,685	Parade
GA	Valdosta	The Valdosta Daily Times	16,138	Parade
HI	Hilo	Tribune-Herald	20,647	USA Weekend
HI	Honolulu	Advertiser	136,858	USA Weekend
HI	Kailua/Kona	West Hawaii Today	13,780	USA Weekend
HI	Lihue	Garden Island	9,104	USA Weekend
HI	Honolulu	Honolulu Star-Bulletin	54,052	Parade
HI	Wailuku	The Maui News	21,142	Parade
IA	Burlington	Hawk Eye	19,450	USA Weekend
IA	Centerville	Daily Iowegian	2,700	USA Weekend
IA	Clinton	Herald	10,968	USA Weekend
IA	Council Bluffs	Nonpareil	16,374	USA Weekend
IA	Des Moines	Register & Sunday Select	220,006	USA Weekend
IA	Dubuque	Telegraph-Herald	32,491	USA Weekend
IA	Ft. Madison	Ft. Madison Daily Democrat	4,400	USA Weekend
IA	Iowa City	Press-Citizen	13,664	USA Weekend
IA	Keokuk	Daily Gate City	4,914	USA Weekend
IA	Knoxville	Journal Express	2,111	USA Weekend
IA	Oskaloosa	Oskaloosa Herald	3,132	USA Weekend
IA	Ottumwa	The Ottumwa Courier	12,040	USA Weekend
IA	Sioux City	Journal	37,751	USA Weekend
IA	Ames	The Tribune	10,420	Parade
IA	Cedar Rapids	The Gazette	67,456	Parade
IA	Davenport	Quad-City Times	65,415	Parade
IA	Dubuque	Telegraph-Herald	31,900	Parade
IA	Fort Dodge	The Messenger	17,537	Parade
IA	Marshalltown	Times-Republican	9,102	Parade
IA	Mason City	Globe-Gazette	20,465	Parade
IA	Muscatine	Muscatine Journal	7,055	Parade
IA	Sioux City	Sioux City Journal	37,835	Parade
IA	Waterloo	The Courier	48,008	Parade
ID	Coeur D'Alene	Press	31,246	USA Weekend
ID	Boise	Idaho Statesman	72,042	Parade
ID	Idaho Falls	Post Register	28,705	Parade
ID	Lewiston/Clarkson	Lewiston Morning Tribune	25,153	Parade
ID	Nampa/Caldwell	Idaho Press Tribune	20,982	Parade
ID	Pocatello	Idaho State Journal	17,976	Parade
ID	Rexburg	Standard Journal	4,625	Parade
ID	Twin Falls	The Times-News	20,812	Parade
IL	Aurora	Beacon News	27,757	USA Weekend
IL	Benton	Evening News	2,900	USA Weekend
IL	Charleston	Times-Courier	5,211	USA Weekend
IL	Chicago	La Raza	152,133	USA Weekend
IL	Chicago	Sun-Times	253,975	USA Weekend

**Weekend Newspaper Supplements
Exhibit 3**

IL	Crystal Lake	Northwest Herald	36,430	USA Weekend
IL	Danville	Commercial-News	13,631	USA Weekend
IL	De Kalb	Daily Chronicle	8,902	USA Weekend
IL	Downers Grove	Sun Times Media	84,450	USA Weekend
IL	Downers Grove	Press Publications-Bartlett	8,650	USA Weekend
IL	Du Quoin	Evening Call	3,272	USA Weekend
IL	Effingham	Daily News	11,345	USA Weekend
IL	Eldorado	Journal	788	USA Weekend
IL	Elgin	Courier News	11,377	USA Weekend
IL	Elmhurst	Press Publications-Elmhurst	21,455	USA Weekend
IL	Geneva	Chronicle	11,990	USA Weekend
IL	Harrisburg	Register	3,442	USA Weekend
IL	Joliet	Herald-News	40,805	USA Weekend
IL	Kankakee	The Daily Journal	27,914	USA Weekend
IL	La Salle/Peru/Oglesby/Spring Valley	News-Tribune	16,651	USA Weekend
IL	Lemont	Reporter/Met	4,500	USA Weekend
IL	Marion	Republican	1,995	USA Weekend
IL	Mattoon	Journal Gazette	8,673	USA Weekend
IL	Morris	Daily Herald	5,733	USA Weekend
IL	Mount Vernon	Register-News	8,969	USA Weekend
IL	Naperville	Sun	15,032	USA Weekend
IL	Oak Brook	Suburban Life	5,400	USA Weekend
IL	Olney	Olney Daily Mail	4,100	USA Weekend
IL	Pontiac	Leader	3,503	USA Weekend
IL	Rock Island/Moline/East Moline	Argus-Dispatch	43,551	USA Weekend
IL	Rockford	Register Star	64,134	USA Weekend
IL	Shelbyville	Daily Union	2,350	USA Weekend
IL	Sterling/Rock Falls	Sauk Valley	18,361	USA Weekend
IL	Suburban Chicago	Herald	131,789	USA Weekend
IL	Suburban Chicago	Southtown	54,486	USA Weekend
IL	Waukegan/Lake County	News Sun	18,496	USA Weekend
IL	West Frankfort	American	1,842	USA Weekend
IL	Alton	The Telegraph	21,630	Parade
IL	Belleville	Belleville News-Democrat	56,886	Parade
IL	Belleville/Weeklies	Belleville Community Newspapers	8,045	Parade
IL	Bloomington	The Pantagraph	44,690	Parade
IL	Canton	The Daily Ledger	4,617	Parade
IL	Carbondale	The Southern Illinoisan	32,042	Parade
IL	Centralia	Mt. Vernon Morning Sentinel	13,926	Parade
IL	Champaign/Urbana	The News-Gazette	43,537	Parade
IL	Chicago	Chicago Tribune	797,635	Parade
IL	Chicago Fin de Semana	Fin de Semana	265,000	Parade
IL	Chicago Select	Chicago Tribune Sunday Select	40,000	Parade
IL	Chicago/RedEye	RedEye	109,070	Parade
IL	Decatur	Herald & Review	45,866	Parade
IL	Freeport	The Journal Standard	10,885	Parade
IL	Galesburg	The Register-Mail	11,090	Parade
IL	Jacksonville	Jacksonville Journal-Courier	11,873	Parade

**Weekend Newspaper Supplements
Exhibit 3**

IL	Kewanee	Star Courier	4,163	Parade
IL	Macomb	The Macomb Journal	4,242	Parade
IL	Monmouth	Daily Review Atlas	1,801	Parade
IL	Ottawa	The Times	14,063	Parade
IL	Pekin	Pekin Daily Times	7,706	Parade
IL	Peoria	Journal Star	75,727	Parade
IL	Quincy	Quincy Herald-Whig	22,182	Parade
IL	Springfield	The State Journal-Register	57,784	Parade
IN	Angola	Herald-Republican	4,607	USA Weekend
IN	Auburn	Evening Star	6,021	USA Weekend
IN	Batesville	The Herald Tribune	3,100	USA Weekend
IN	Bluffton	News-Banner	4,947	USA Weekend
IN	Columbus	Republic	19,146	USA Weekend
IN	Connersville	News Examiner	5,969	USA Weekend
IN	Crawfordsville	Journal Review	7,952	USA Weekend
IN	Elkhart	Truth	25,205	USA Weekend
IN	Frankfort	Times	4,327	USA Weekend
IN	Ft. Wayne	News-Sentinel	22,355	USA Weekend
IN	Greensburg	Greensburg Daily News	4,700	USA Weekend
IN	Huntington	Herald-Press	5,014	USA Weekend
IN	Indianapolis	Star & Sunday Select	340,497	USA Weekend
IN	Jasper	Herald	11,839	USA Weekend
IN	Kendallville	News-Sun	7,729	USA Weekend
IN	La Porte	Herald Argus	9,107	USA Weekend
IN	Lafayette/West Lafayette	Journal and Courier	34,726	USA Weekend
IN	Lebanon	The Reporter	4,665	USA Weekend
IN	Marion	Chronicle Tribune	14,387	USA Weekend
IN	Merriville	Post-Tribune	59,469	USA Weekend
IN	Michigan City	News-Dispatch	9,532	USA Weekend
IN	Muncie	Star-Press	30,496	USA Weekend
IN	New Castle	Courier-Times	7,152	USA Weekend
IN	Peru	Tribune	3,994	USA Weekend
IN	Richmond	Palladium-Item	17,600	USA Weekend
IN	Rushville	The Republican	2,650	USA Weekend
IN	Seymour	Tribune	8,632	USA Weekend
IN	Shelbyville	News	8,716	USA Weekend
IN	Vincennes	Sun-Commercial	9,397	USA Weekend
IN	Wabash	Plain Dealer	5,272	USA Weekend
IN	Warsaw	Times-Union	11,070	USA Weekend
IN	Anderson	The Herald Bulletin	20,422	Parade
IN	Bloomington/Bedford	Hoosier Times	36,016	Parade
IN	Columbus	The Republic	20,154	Parade
IN	Evansville	Evansville Courier & Press	75,692	Parade
IN	Franklin	Daily Journal	15,605	Parade
IN	Ft. Wayne	The Journal Gazette	105,077	Parade
IN	Goshen	The Goshen News	11,162	Parade
IN	Greenfield	Daily Reporter	8,727	Parade
IN	Kokomo	Kokomo Tribune	19,557	Parade
IN	Logansport	Pharos-Tribune	8,460	Parade
IN	Mooresville/Decatur	Reporter-Times	3,384	Parade
IN	Munster	The Times	91,971	Parade

**Weekend Newspaper Supplements
Exhibit 3**

IN	New Albany/Jeffersonville	The Evening News & The Tribune	13,125	Parade
IN	Seymour	The Tribune	6,919	Parade
IN	South Bend	South Bend Tribune	84,628	Parade
IN	Terre Haute	Tribune-Star	24,767	Parade
KS	Abilene	Abilene Reflector-Chronicle	3,012	USA Weekend
KS	Arkansas City	Traveler	4,012	USA Weekend
KS	Chanute	The Chanute Tribune	4,205	USA Weekend
KS	Dodge City	Globe	5,277	USA Weekend
KS	Emporia	Gazette	6,488	USA Weekend
KS	Garden City	Telegram	7,966	USA Weekend
KS	Hays	News	11,078	USA Weekend
KS	Hutchinson	News	34,073	USA Weekend
KS	Lawrence	Journal-World	18,811	USA Weekend
KS	Leavenworth	Times	4,544	USA Weekend
KS	Newton	Kansan	7,213	USA Weekend
KS	Ottawa	The Ottawa Herald	5,300	USA Weekend
KS	Parsons	Parsons Sun	5,698	USA Weekend
KS	Pittsburg	Sun	6,491	USA Weekend
KS	Topeka	Capital-Journal	48,221	USA Weekend
KS	Winfield	Courier	4,418	USA Weekend
KS	Great Bend	Great Bend Tribune	5,840	Parade
KS	Manhattan	The Manhattan Mercury	11,600	Parade
KS	Salina	Salina Journal	25,333	Parade
KS	Wichita	The Wichita Eagle	114,692	Parade
KY	Bardstown	Kentucky Standard	9,289	USA Weekend
KY	Corbin	Times-Tribune	6,326	USA Weekend
KY	Frankfort	The State Journal	9,557	USA Weekend
KY	Harlan	Enterprise	7,000	USA Weekend
KY	Hopkinsville	New Era	10,237	USA Weekend
KY	London	The Sentinel-Echo	8,871	USA Weekend
KY	Louisville	Courier-Journal & Sunday Select	282,556	USA Weekend
KY	Madisonville	Messenger	7,893	USA Weekend
KY	Maysville	Ledger Independent	7,740	USA Weekend
KY	Middlesboro	News	5,479	USA Weekend
KY	Owensboro	Messenger-Inquirer	27,660	USA Weekend
KY	Paducah	Sun	24,405	USA Weekend
KY	Richmond	Register	5,769	USA Weekend
KY	Ashland	The Independent	16,012	Parade
KY	Bowling Green	Daily News	24,027	Parade
KY	Danville	The Kentucky Advocate	9,377	Parade
KY	Elizabethtown	The News Enterprise	19,668	Parade
KY	Glasgow	The Glasgow Daily Times	8,570	Parade
KY	Henderson	The Gleaner	10,411	Parade
KY	Lexington	Lexington Herald-Leader	116,941	Parade
KY	Maysville	The Ledger Independent	7,740	Parade
KY	Somerset	Commonwealth Journal	8,462	Parade
LA	Alexandria	Town Talk	31,201	USA Weekend
LA	Bogalusa	Daily News	6,408	USA Weekend
LA	Covington	St. Tammany News	34,200	USA Weekend
LA	Hammond	Star	11,650	USA Weekend
LA	La Place	L'Observateur	5,000	USA Weekend

**Weekend Newspaper Supplements
Exhibit 3**

LA	Lafayette	Advertiser	46,729	USA Weekend
LA	Monroe	News-Star	33,142	USA Weekend
LA	New Iberia	Sunday Iberian	13,814	USA Weekend
LA	Opelousas	World	8,971	USA Weekend
LA	Shreveport	Times	58,860	USA Weekend
LA	Thibodaux	Comet	9,881	USA Weekend
LA	Abbeville-Eunice-Ville Platte	Meridional-News-Gazette	11,325	Parade
LA	Baton Rouge	The Advocate	112,193	Parade
LA	Crowley	The Crowley Post-Signal	3,800	Parade
LA	Houma	The Courier	17,267	Parade
LA	Lake Charles	American Press	37,486	Parade
LA	New Orleans	The Times-Picayune	177,650	Parade
LA	Ruston	The Ruston Daily Leader	5,200	Parade
MA	Attleboro	Sun Chronicle	17,898	USA Weekend
MA	Boston	Herald	95,289	USA Weekend
MA	Brockton	Enterprise	32,048	USA Weekend
MA	Fall River	Herald News	18,110	USA Weekend
MA	Fitchburg	Sentinel & Enterprise	17,077	USA Weekend
MA	Framingham/Milford	Metrowest News	32,961	USA Weekend
MA	Gloucester	Daily Times	8,989	USA Weekend
MA	Greenfield	Recorder	13,182	USA Weekend
MA	Lowell	Sun	45,993	USA Weekend
MA	Newburyport	Daily News	11,359	USA Weekend
MA	North Adams	Transcript	6,661	USA Weekend
MA	North Andover	Eagle-Tribune	42,894	USA Weekend
MA	Northampton	Hampshire Gazette	17,814	USA Weekend
MA	Pittsfield/Berkshire	Eagle	27,352	USA Weekend
MA	Quincy	Patriot Ledger	56,042	USA Weekend
MA	Salem	News	26,360	USA Weekend
MA	Taunton	Gazette	8,226	USA Weekend
MA	Boston	Boston Sunday Globe	416,792	Parade
MA	Hyannis/Cape Cod	Sunday Cape Cod Times	52,047	Parade
MA	New Bedford	Sunday Standard-Times	28,323	Parade
MA	Springfield	Sunday Republican	106,797	Parade
MA	Worcester	Sunday Telegram	85,609	Parade
MD	Annapolis	Capital	42,834	USA Weekend
MD	Annapolis	Maryland Gazette	26,356	USA Weekend
MD	Easton	Sunday Star	17,385	USA Weekend
MD	Frederick	News-Post	37,103	USA Weekend
MD	Salisbury	Times	25,176	USA Weekend
MD	Westminster	Carrol County Times	26,824	USA Weekend
MD	Baltimore	Baltimore Weeklies	105,813	Parade
MD	Baltimore	The Sun	322,491	Parade
MD	Baltimore Select	Baltimore Sun Sunday Select	20,000	Parade
MD	Cumberland	Cumberland Times-News	27,473	Parade
MD	Hagerstown	The Herald-Mail Newspapers	34,347	Parade
ME	Augusta-Waterville	Kennebec Journal-Morning Sentinel	28,413	USA Weekend
ME	Bangor	News	64,575	USA Weekend
ME	Biddeford	Journal-Tribune	8,188	USA Weekend
ME	Lewiston/Auburn	Sun-Journal	30,179	USA Weekend

**Weekend Newspaper Supplements
Exhibit 3**

ME	Portland	Maine Sunday Telegram	92,406	Parade
MI	Alpena	News	10,245	USA Weekend
MI	Battle Creek	Enquirer	18,697	USA Weekend
MI	Benton Harbor/St. Joseph	Herald-Palladium	20,803	USA Weekend
MI	Big Rapids/Manistee	Pioneer-News Advocate	8,601	USA Weekend
MI	Cheboygan	Daily Tribune	3,687	USA Weekend
MI	Coldwater	The Daily Reporter	4,478	USA Weekend
MI	Detroit	News and Free Press & Sunday Select	644,785	USA Weekend
MI	Escanaba	Press	8,917	USA Weekend
MI	Grand Haven	Tribune	10,896	USA Weekend
MI	Greenville	News	7,499	USA Weekend
MI	Hillsdale	News	5,793	USA Weekend
MI	Holland	Sentinel	18,529	USA Weekend
MI	Houghton	Mining Gazette	9,237	USA Weekend
MI	Howell	Livingston County Daily Press & Argus	15,707	USA Weekend
MI	Iron Mountain/Kingsford	News	9,966	USA Weekend
MI	Lansing	Lansing Community Newspapers	108,865	USA Weekend
MI	Lansing	State Journal	72,831	USA Weekend
MI	Livonia	Observer	57,000	USA Weekend
MI	Livonia	Eccentric	27,500	USA Weekend
MI	Owosso	Argus-Press	9,508	USA Weekend
MI	Port Huron	Times-Herald	22,707	USA Weekend
MI	Sturgis	Sturgis Journal	5,768	USA Weekend
MI	Adrian	The Daily Telegram	15,617	Parade
MI	Ann Arbor	The Ann Arbor News	50,419	Parade
MI	Bad Axe	Huron Daily Tribune	6,168	Parade
MI	Bay City	The Bay City Times	34,350	Parade
MI	Cadillac	News	8,544	Parade
MI	Dearborn	Press & Guide	10,798	Parade
MI	Flint	The Flint Journal	80,192	Parade
MI	Grand Rapids	The Grand Rapids Press	162,936	Parade
MI	Jackson	Citizen Patriot	30,574	Parade
MI	Kalamazoo	Kalamazoo Gazette	59,678	Parade
MI	Lapeer	The County Press	9,250	Parade
MI	Marquette	The Mining Journal	15,616	Parade
MI	Midland	The Midland Daily News	15,984	Parade
MI	Monroe	The Monroe Sunday News	21,958	Parade
MI	Mount Clemens	The Macomb Daily	60,528	Parade
MI	Mount Pleasant	Morning Sun	9,614	Parade
MI	Muskegon	The Muskegon Chronicle	39,069	Parade
MI	New Baltimore	The Weekend Voice	15,983	Parade
MI	Petoskey	Petoskey News-Review	10,302	Parade
MI	Pontiac	The Oakland Press	78,667	Parade
MI	Royal Oak	The Daily Tribune	7,815	Parade
MI	Saginaw	The Saginaw News	41,361	Parade
MI	Shelby Township	Advisor & Source Newspapers	116,588	Parade
MI	Southgate	The News-Herald	40,901	Parade
MI	Traverse City	Record-Eagle	31,419	Parade
MN	Austin	Post Bulletin	2,674	USA Weekend

**Weekend Newspaper Supplements
Exhibit 3**

MN	Brainerd	Dispatch	15,387	USA Weekend
MN	Eden Prairie	Minnesota Sun Newspapers	56,093	USA Weekend
MN	Fairmont	Sentinel	6,190	USA Weekend
MN	Fergus Falls	Journal	6,329	USA Weekend
MN	Marshall	Independent	6,712	USA Weekend
MN	Rochester	Post-Bulletin	44,210	USA Weekend
MN	St. Cloud	Times	33,683	USA Weekend
MN	Stillwater	Gazette	17,792	USA Weekend
MN	Virginia	Mesabi News	10,488	USA Weekend
MN	Albert Lea	Albert Lea Tribune	6,274	Parade
MN	Austin	Austin Daily Herald	5,477	Parade
MN	Bemidji	The Bemidji Pioneer	9,947	Parade
MN	Duluth	Duluth News-Tribune	52,168	Parade
MN	Faribault	Faribault Daily News	5,703	Parade
MN	Mankato	The Free Press	20,212	Parade
MN	Minneapolis-St. Paul	Star Tribune	477,562	Parade
MN	New Ulm	The Journal	8,078	Parade
MN	Northfield	Northfield News	4,675	Parade
MN	Owatonna	Owatonna People's Press	6,783	Parade
MN	Red Wing	Red Wing Republican Eagle	5,890	Parade
MN	St. Paul	Pioneer Press	236,979	Parade
MN	Willmar	West Central Tribune	14,971	Parade
MN	Winona	Winona Daily News	10,520	Parade
MN	Worthington	Daily Globe	8,398	Parade
MO	Columbia	Tribune	17,647	USA Weekend
MO	Hannibal	Courier-Post	6,763	USA Weekend
MO	Independence/Blue Springs	Examiner	12,798	USA Weekend
MO	Kirksville	Kirksville Daily Express	3,391	USA Weekend
MO	Maryville	Maryville Daily Forum	2,300	USA Weekend
MO	Mexico	Mexico Ledger	6,015	USA Weekend
MO	Moberly	Moberly Monitor - Index and Evening Democrat	4,326	USA Weekend
MO	Rolla	Rolla Daily News	4,750	USA Weekend
MO	Springfield	News-Leader	72,888	USA Weekend
MO	Cape Girardeau	Southeast Missourian	16,102	Parade
MO	Columbia	Missourian	4,825	Parade
MO	Dexter	The Daily Statesman	3,313	Parade
MO	Fulton	The Fulton Sun	3,727	Parade
MO	Jefferson City	News Tribune	21,300	Parade
MO	Joplin	The Joplin Globe	29,675	Parade
MO	Kansas City	The Kansas City Star	307,974	Parade
MO	Kennett	The Daily Dunklin Democrat	3,933	Parade
MO	Nevada	Weekend Herald-Tribune	6,000	Parade
MO	Park Hills	Daily Journal	7,279	Parade
MO	Poplar Bluff	Daily American Republic	11,161	Parade
MO	Sedalia	Democrat	9,800	Parade
MO	Sikeston	Standard Democrat	5,934	Parade
MO	St Joseph	St. Joseph News-Press	32,852	Parade
MO	St Louis	St.Louis Post-Dispatch	391,806	Parade

**Weekend Newspaper Supplements
Exhibit 3**

MO	St Louis Suburban	Suburban Newspapers of Greater St. Louis	363,869	Parade
MS	Cleveland	Bolivar Commerical	5,787	USA Weekend
MS	Corinth	Corinthian	5,988	USA Weekend
MS	Hattiesburg	American	20,129	USA Weekend
MS	Jackson	Clarion-Ledger	87,844	USA Weekend
MS	Natchez	Democrat	9,176	USA Weekend
MS	Biloxi/Gulfport	Sun Herald	43,726	Parade
MS	Brookhaven	The Daily Leader	6,069	Parade
MS	Clarksdale	The Clarksdale Press Register	3,125	Parade
MS	Columbus	The Commercial Dispatch	14,144	Parade
MS	Greenville	Delta Democrat Times	7,469	Parade
MS	Greenwood	The Greenwood Commonwealth	6,518	Parade
MS	Laurel	Laurel Leader-Call	6,925	Parade
MS	Mc Comb	Enterprise-Journal	10,456	Parade
MS	Meridian	The Meridian Star	13,255	Parade
MS	Picayune	Picayune Item	5,030	Parade
MS	Tupelo	Northeast Mississippi Daily Journal	35,454	Parade
MS	Vicksburg	The Vicksburg Post	12,281	Parade
MT	Great Falls	Tribune	31,066	USA Weekend
MT	Billings	Billings Gazette	48,814	Parade
MT	Bozeman	Bozeman Daily Chronicle	16,605	Parade
MT	Butte	Montana Standard	13,131	Parade
MT	Helena	Helena Independent Record	14,126	Parade
MT	Kalispell	Daily Inter Lake	17,030	Parade
MT	Missoula	Missoulain	30,992	Parade
NC	Albemarle	The Stanley News & Press	8,848	USA Weekend
NC	Asheboro	Courier-Tribune	14,027	USA Weekend
NC	Asheville	Citizen-Times	54,035	USA Weekend
NC	Boone	Watauga Mountain Times	15,500	USA Weekend
NC	Boone	The Watauga Democrat	6,000	USA Weekend
NC	Charlotte	Carolina Weekly	112,000	USA Weekend
NC	Concord/Kannapolis	Independent Tribune	18,042	USA Weekend
NC	Durham	Herald-Sun	29,556	USA Weekend
NC	Eden	News	2,369	USA Weekend
NC	Elkin	The Tribune	5,564	USA Weekend
NC	Forest City	Courier	7,108	USA Weekend
NC	Gastonia	Gaston Gazette	27,259	USA Weekend
NC	Henderson	Dispatch	7,263	USA Weekend
NC	Hickory	Record	22,522	USA Weekend
NC	High Point	Enterprise	21,016	USA Weekend
NC	Laurinburg	The Laurinburg Exchange	4,388	USA Weekend
NC	Lenoir	News-Topic	7,612	USA Weekend
NC	Lexington	Dispatch	10,500	USA Weekend
NC	Marion	The McDowell News	4,384	USA Weekend
NC	Monroe	Enquirer-Journal	7,580	USA Weekend
NC	Monroe	Waxhaw Exchange	9,075	USA Weekend
NC	Morganton	News-Herald	9,944	USA Weekend
NC	Mount Airy	News	8,749	USA Weekend
NC	Reidsville	Review	3,754	USA Weekend
NC	Roanoke Rapids	Herald	10,746	USA Weekend

**Weekend Newspaper Supplements
Exhibit 3**

NC	Salisbury/Spencer/East Spencer	Salisbury Post	21,277	USA Weekend
NC	Sanford	Herald	8,184	USA Weekend
NC	Southern Pines	The Pilot	15,005	USA Weekend
NC	Statesville	Record & Landmark	14,578	USA Weekend
NC	Tarboro	The Daily Southerner	4,308	USA Weekend
NC	West Jefferson	Ashe Mountain Times	10,350	USA Weekend
NC	Wilson	Times	15,738	USA Weekend
NC	Burlington	Times-News	24,524	Parade
NC	Chapel Hill	The Chapel Hill News	17,083	Parade
NC	Charlotte	The Charlotte Observer	227,916	Parade
NC	Clinton	The Sampson Independent	7,184	Parade
NC	Durham	The Durham News	57,693	Parade
NC	Elizabeth City	The Daily Advance	9,389	Parade
NC	Fayetteville	The Fayetteville Observer	59,600	Parade
NC	Gastonia	Gaston Gazette	26,430	Parade
NC	Goldsboro	Goldsboro News-Argus	19,641	Parade
NC	Greensboro	The News & Record	91,599	Parade
NC	Greenville	The Daily Reflector	20,177	Parade
NC	Hendersonville	Times-News	14,802	Parade
NC	Jacksonville	News	18,309	Parade
NC	Kinston	Free Press	10,917	Parade
NC	Lumberton	The Robesonian	13,953	Parade
NC	New Bern	Sun-Journal	14,754	Parade
NC	Raleigh	The News & Observer	193,010	Parade
NC	Rockingham	Richmond County Daily Journal	6,951	Parade
NC	Rocky Mount	Rocky Mount Telegram	14,286	Parade
NC	Shelby	The Star	12,136	Parade
NC	Southern Pines	The Pilot	16,031	Parade
NC	Washington	Washington Daily News	8,935	Parade
NC	Wilmington	Sunday Star-News	47,395	Parade
NC	Winston-Salem	Winston-Salem Journal	82,959	Parade
ND	Bismarck	Tribune	29,861	USA Weekend
ND	Bismarck	Tribune	29,861	Parade
ND	Dickinson	The Dickinson Press	6,381	Parade
ND	Fargo	The Forum	55,414	Parade
ND	Grand Forks	Grand Forks Herald	29,395	Parade
ND	Jamestown	The Jamestown Sun	6,400	Parade
ND	Minot	Minot Daily News	19,053	Parade
NE	Beatrice	Sun	6,286	USA Weekend
NE	Columbus	Telegram	9,148	USA Weekend
NE	Fremont	Tribune	7,747	USA Weekend
NE	Hasting	Hastings Tribune	9,620	USA Weekend
NE	Kearney	Hub	12,090	USA Weekend
NE	Lincoln	Journal-Star	72,846	USA Weekend
NE	Norfolk	Norfolk Daily News	15,972	USA Weekend
NE	Beatrice	Sun	6,286	Parade
NE	Columbus	Telegram	9,148	Parade
NE	Grand Island	The Grand Island Independent	20,411	Parade
NE	Lincoln	JournalStar	72,846	Parade
NE	North Platte	The North Platte Telegraph	11,940	Parade

**Weekend Newspaper Supplements
Exhibit 3**

NE	Omaha	Sunday World-Herald	189,204	Parade
NE	Scottsbluff	Star-Herald	14,658	Parade
NE	York	York News Times	4,018	Parade
NH	Concord	Monitor	18,465	USA Weekend
NH	Dover/Laconia	Citizen-Foster's Sunday Citizen	25,630	USA Weekend
NH	Lebanon/Hanover	Valley News	16,137	USA Weekend
NH	Nashua	Telegraph	26,855	USA Weekend
NH	Keene	Sentinel	11,216	Parade
NH	Manchester	New Hampshire Sunday News	66,873	Parade
NH	Portsmouth	Seacoast Sunday	14,941	Parade
NJ	Bridgewater	Courier-News	27,339	USA Weekend
NJ	Camden/Cherry Hill	Courier-Post	72,521	USA Weekend
NJ	East Brunswick	Home News Tribune	48,769	USA Weekend
NJ	Morristown/Parsippany	Record	32,110	USA Weekend
NJ	Neptune	Asbury Park Press	170,744	USA Weekend
NJ	Trenton	Trentonian	24,122	USA Weekend
NJ	Vineland	Journal	16,999	USA Weekend
NJ	Atlantic City	The Press Of Atlantic City	76,738	Parade
NJ	Bergen	The Record/Herald News	176,929	Parade
NJ	Cherry Hill/TMC	My Community Trend	300,000	Parade
NJ	Flemington	Hunterdon Observer	48,285	Parade
NJ	Hackensack	Suburban Trends	8,404	Parade
NJ	Jersey City	The Jersey Journal	23,832	Parade
NJ	Newark	The Star-Ledger	369,648	Parade
NJ	Newton	New Jersey Herald	17,573	Parade
NJ	Salem	Today's Sunbeam	8,248	Parade
NJ	Trenton	The Times	46,078	Parade
NJ	Willingboro	Burlington County Times	30,691	Parade
NJ	Woodbury	Gloucester County Times	22,230	Parade
NM	Alamagordo	Times	7,091	USA Weekend
NM	Albuquerque	Journal	96,882	USA Weekend
NM	Belen	Valencia County News-Bulletin	21,820	USA Weekend
NM	Carlsbad	Current-Argus	6,445	USA Weekend
NM	Farmington	Times	18,857	USA Weekend
NM	Gallup	Independent	17,514	USA Weekend
NM	Las Cruces	Sun-News	24,746	USA Weekend
NM	Los Alamos	Los Alamos Monitor	4,225	USA Weekend
NM	Roswell	Record	10,800	USA Weekend
NM	Socorro	El Defensor Chieftain	3,500	USA Weekend
NM	Albuquerque	Journal	123,524	Parade
NM	Clovis	Clovis News Journal	6,927	Parade
NM	Hobbs	News-Sun	8,999	Parade
NM	Portales	Portales News-Tribune	1,752	Parade
NM	Roswell	Record	12,846	Parade
NM	Santa Fe	The Santa Fe New Mexican	23,283	Parade
NV	Elko	Elko Daily Free Press	6,599	USA Weekend
NV	Las Vegas	Review -Journal	183,357	USA Weekend
NV	Mesquite	Desert Valley Times	7,500	USA Weekend
NV	Reno	Gazette-Journal & Sunday Select	80,081	USA Weekend
NV	Carson City	Nevada Appeal	18,840	Parade
NV	Elko	Elko Daily Free Press	6,446	Parade

**Weekend Newspaper Supplements
Exhibit 3**

NV	Fallon	Lahontan Valley News & Fallon Eagle Standard	2,947	Parade
NV	Las Vegas	Las Vegas Review-Journal & Las Vegas Sun	203,736	Parade
NV	Sparks	Daily Sparks Tribune	2,750	Parade
NY	Adirondack	Enterprise	4,311	USA Weekend
NY	Batavia	Daily News	12,850	USA Weekend
NY	Binghamton	Press & Sun-Bulletin	56,921	USA Weekend
NY	Catskill	Daily Mail	2,801	USA Weekend
NY	Dunkirk/Fredonia	Observer	9,310	USA Weekend
NY	Elmira	Star-Gazette	29,773	USA Weekend
NY	Glens Falls	Post-Star	31,805	USA Weekend
NY	Hudson	Register-Star	4,904	USA Weekend
NY	Ithaca	Journal	17,561	USA Weekend
NY	Jamestown	Post-Journal	17,132	USA Weekend
NY	Long Island	This Week	200,746	USA Weekend
NY	Long Island	Newsday	412,546	USA Weekend
NY	Medina	Journal-Register	2,276	USA Weekend
NY	New York City	Daily News	603,671	USA Weekend
NY	Niagara Falls	Sunday Niagara	29,887	USA Weekend
NY	Olean	Times Herald	13,657	USA Weekend
NY	Oswego	Palladium-Times	5,331	USA Weekend
NY	Owego	Owego Pennysaver	19,100	USA Weekend
NY	Poughkeepsie	Journal	40,317	USA Weekend
NY	Rochester	Democrat and Chronicle	191,846	USA Weekend
NY	Saratoga Springs	Saratogian	8,057	USA Weekend
NY	Schenectady	Gazette	43,175	USA Weekend
NY	Troy	Record	12,411	USA Weekend
NY	Utica	Observer-Dispatch	44,515	USA Weekend
NY	Watertown	Times	27,603	USA Weekend
NY	White Plains	Journal News Group	301,231	USA Weekend
NY	Albany	Times Union	142,878	Parade
NY	Auburn	The Citizen	11,929	Parade
NY	Buffalo	The Buffalo News	248,016	Parade
NY	Canandaigua	Daily Messenger	11,097	Parade
NY	Corning	The Sunday Leader	10,693	Parade
NY	Geneva	Finger Lakes Sunday Times	17,457	Parade
NY	Glens Falls	Post-Star	32,394	Parade
NY	Gloversville	The Leader-Herald	10,857	Parade
NY	Hornell	The Spectator	9,200	Parade
NY	Kingston	Sunday Freeman	19,764	Parade
NY	Middletown	Times Herald-Record Sunday	76,553	Parade
NY	New York	New York Post	343,103	Parade
NY	Ogdensburg	Advance-News	9,468	Parade
NY	Oneida	The Oneida Daily Dispatch	6,675	Parade
NY	Oneonta	The Daily Star	14,131	Parade
NY	Plattsburgh	Press-Republican	20,095	Parade
NY	Staten Island	Staten Island Sunday Advance	58,222	Parade
NY	Staten Island/TMC	Staten Island Shore Editions	54,000	Parade
NY	Syracuse	The Post-Standard	147,536	Parade
OH	Ashtabula	Star Beacon	16,770	USA Weekend

**Weekend Newspaper Supplements
Exhibit 3**

OH	Athens	Messenger	10,787	USA Weekend
OH	Beavercreek/Xenia/Fairborn	Gazette-Current-News Current	7,412	USA Weekend
OH	Bowling Green	Sentinel-Tribune	10,337	USA Weekend
OH	Bryan	Times	9,579	USA Weekend
OH	Bucyrus	Telegraph-Forum	5,460	USA Weekend
OH	Chillicothe	Gazette	12,625	USA Weekend
OH	Cincinnati	Enquirer & Sunday Select	294,135	USA Weekend
OH	Circleville	Herald	6,439	USA Weekend
OH	Columbus	Dispatch	331,304	USA Weekend
OH	Coshocton	Tribune	5,937	USA Weekend
OH	Findlay	Courier	20,172	USA Weekend
OH	Fostoria	Review-Times	3,446	USA Weekend
OH	Fremont	News-Messenger	10,474	USA Weekend
OH	Gallipolis/Point Pleasant	Times-Sentinel (OH)	9,068	USA Weekend
OH	Gallipolis/Point Pleasant	Register (WV)	4,400	USA Weekend
OH	Greenville	Advocate	5,600	USA Weekend
OH	Hillsboro	Times-Gazette	4,074	USA Weekend
OH	Jackson	Jackson County Times-Journal	5,500	USA Weekend
OH	Kent/Ravenna	Record-Courier	17,188	USA Weekend
OH	Lancaster	Eagle-Gazette	11,747	USA Weekend
OH	Lewis Center	This Week Community Newspapers	328,718	USA Weekend
OH	Lisbon	Morning Journal	10,558	USA Weekend
OH	Logan	News	3,936	USA Weekend
OH	Lorain	Journal	24,667	USA Weekend
OH	Mansfield	News Journal	26,721	USA Weekend
OH	Marietta	Times	11,296	USA Weekend
OH	Marion	Star	10,991	USA Weekend
OH	Martins Ferry/Belmont County	Times Leader	17,629	USA Weekend
OH	Medina	Gazette	14,393	USA Weekend
OH	Miami Valley	Sunday News	8,539	USA Weekend
OH	Napoleon	Northwest Signal	4,454	USA Weekend
OH	Newark	Advocate	17,799	USA Weekend
OH	Norwalk	Reflector	8,480	USA Weekend
OH	Piqua	Call	5,993	USA Weekend
OH	Port Clinton	News-Herald	4,425	USA Weekend
OH	Sandusky	Register	19,777	USA Weekend
OH	Sidney	News	11,567	USA Weekend
OH	Steubenville/Weirton	Herald-Star	20,776	USA Weekend
OH	Tiffin	Advertiser-Tribune	9,401	USA Weekend
OH	Urbana	Citizen	5,616	USA Weekend
OH	Van Wert	Times-Bulletin	5,500	USA Weekend
OH	Warren	Tribune Chronicle	33,387	USA Weekend
OH	Washington Court House	Record-Herald	5,200	USA Weekend
OH	Waverly	The News Watchman	3,713	USA Weekend
OH	Willoughby	Lake County News-Herald	41,733	USA Weekend
OH	Wilmington	News-Journal	6,754	USA Weekend
OH	Zanesville	Times Recorder	16,562	USA Weekend
OH	Akron	Akron Beacon Journal	137,655	Parade
OH	Ashland	Ashland Times-Gazette	10,966	Parade

**Weekend Newspaper Supplements
Exhibit 3**

OH	Cambridge	The Sunday Jeffersonian	12,009	Parade
OH	Canton	The Repository	73,310	Parade
OH	Cleveland	The Plain Dealer	390,371	Parade
OH	Cleveland/TMC	Plain Dealer Wrap-Up	60,000	Parade
OH	Columbus	Suburban News Publications	130,675	Parade
OH	Dayton	Cox Ohio Southwest Group	88,664	Parade
OH	Dayton	Dayton Daily News	146,938	Parade
OH	Defiance	The Crescent-News	17,934	Parade
OH	Dover/New Philadelphia	The Times Reporter	19,687	Parade
OH	East Liverpool	Sunday Review	7,254	Parade
OH	Elyria	The Chronicle-Telegram	24,233	Parade
OH	Hamilton	Journal News	20,883	Parade
OH	Ironton	Ironton Tribune	7,958	Parade
OH	Lima	The Lima News	37,677	Parade
OH	Middletown	The Middletown Journal	17,524	Parade
OH	Portsmouth	Portsmouth Daily Times	10,754	Parade
OH	Salem	Salem News	5,015	Parade
OH	Springfield	Springfield News-Sun	28,937	Parade
OH	Toledo	The Blade	133,847	Parade
OH	Wooster	The Daily Record	22,728	Parade
OH	Youngstown	The Vindicator	67,454	Parade
OK	Ada	Evening News	7,274	USA Weekend
OK	Altus	Times	3,936	USA Weekend
OK	Ardmore	The Sunday Ardmoreite	10,686	USA Weekend
OK	Bartlesville	Examiner-Enterprise	11,534	USA Weekend
OK	Chickasha	Star	4,080	USA Weekend
OK	Claremore	Daily Progress	6,402	USA Weekend
OK	Duncan	The Duncan Banner	6,877	USA Weekend
OK	Durant	Democrat	6,000	USA Weekend
OK	Edmond	The Edmond Sun	3,399	USA Weekend
OK	Enid	News & Eagle	16,568	USA Weekend
OK	Lawton	Sunday Constitution	23,303	USA Weekend
OK	McAlester	News-Capitol	8,043	USA Weekend
OK	Muskogee	Phoenix & Times Democrat	14,826	USA Weekend
OK	Norman	Transcript	12,575	USA Weekend
OK	Pauls Valley	Daily Democrat	2,510	USA Weekend
OK	Pryor	The Daily Times	3,845	USA Weekend
OK	Shawnee	News-Star	8,890	USA Weekend
OK	Stillwater	News-Press	8,577	USA Weekend
OK	Tahlequah	Tahlequah Daily Press	8,262	USA Weekend
OK	Tulsa	World	143,856	USA Weekend
OK	Woodward	News	3,678	USA Weekend
OK	Oklahoma City	The Oklahoman	205,183	Parade
OK	Oklahoma City/TMC	Buyer's Edge	201,042	Parade
OK	Tulsa	Tulsa World	143,856	Parade
OR	Albany/Corvallis	Democrat-Herald-Gazette-Times	27,071	USA Weekend
OR	Grant's Pass	Courier	16,700	USA Weekend
OR	Salem	Statesman-Journal	49,355	USA Weekend
OR	Albany	Albany Democrat-Herald/Corvallis Gazette-Times	27,071	Parade
OR	Bend	The Bulletin	32,305	Parade

**Weekend Newspaper Supplements
Exhibit 3**

OR	Coos Bay	The World	11,944	Parade
OR	Eugene	The Register-Guard	64,979	Parade
OR	Klamath Falls	Herald and News	15,167	Parade
OR	Medford	Mail Tribune	27,580	Parade
OR	Ontario	Argus Observer	6,142	Parade
OR	Pendleton	East Oregonian	8,073	Parade
OR	Portland	The Sunday Oregonian	300,848	Parade
OR	Roseburg	The News-Review	18,178	Parade
PA	Altoona	Mirror	37,368	USA Weekend
PA	Bloomsburg	Press-Enterprise	21,043	USA Weekend
PA	Bradford	Era	10,243	USA Weekend
PA	Butler	Eagle	28,441	USA Weekend
PA	Carlisle	Sentinel	14,621	USA Weekend
PA	Chambersburg	Public Opinion	17,768	USA Weekend
PA	Clearfield	Progress	10,866	USA Weekend
PA	Danville	News	2,000	USA Weekend
PA	Greensburg	Tribune-Review	193,507	USA Weekend
PA	Hanover	Sun	21,378	USA Weekend
PA	Indiana	Gazette	14,674	USA Weekend
PA	Lebanon	News	19,799	USA Weekend
PA	Lehighton	Times News	13,530	USA Weekend
PA	Lewistown	Sentinel	12,437	USA Weekend
PA	Lock Haven	Express	9,405	USA Weekend
PA	McKeesport/Duquesne/Cla irton	News	13,408	USA Weekend
PA	Meadville	Tribune	12,312	USA Weekend
PA	New Castle	News	15,866	USA Weekend
PA	New Kensington-Tarentum- Vandegrift	Valley News Dispatch	28,755	USA Weekend
PA	Norristown/Lansdale	Times Herald	21,588	USA Weekend
PA	Philadelphia	Daily News	99,103	USA Weekend
PA	Phoenixville	Phoenix	7,000	USA Weekend
PA	Pottstown	Mercury	20,713	USA Weekend
PA	Pottsville	Republican Herald	26,502	USA Weekend
PA	Pottsville	News-Item	9,057	USA Weekend
PA	Primos	Delaware County Times	35,059	USA Weekend
PA	Scranton	Times-Tribune	66,930	USA Weekend
PA	Somerset	Daily American	12,587	USA Weekend
PA	Towanda	Sunday Review	8,612	USA Weekend
PA	Warren	Times-Observer	9,490	USA Weekend
PA	Washington	Observer-Reporter	34,310	USA Weekend
PA	West Chester	Local News	22,988	USA Weekend
PA	Wilkes-Barre	Sunday Voice	47,274	USA Weekend
PA	York	Sunday News	86,520	USA Weekend
PA	Allentown	The Morning Call	124,040	Parade
PA	Allentown Select	Allentown Morning Call Sunday Select	8,700	Parade
PA	Beaver	Beaver County Times	39,917	Parade
PA	Carlisle	The Sentinel	14,621	Parade
PA	Doylestown	The Intelligencer	39,583	Parade
PA	Du Bois	Tri-County Sunday	14,662	Parade

**Weekend Newspaper Supplements
Exhibit 3**

PA	Easton	The Express-Times	43,160	Parade
PA	Erie	Erie Times-News	73,417	Parade
PA	Gettysburg	Gettysburg Times	8,748	Parade
PA	Harrisburg	Sunday Patriot-News	124,013	Parade
PA	Johnstown	The Tribune-Democrat	38,299	Parade
PA	Lancaster	Sunday News	96,133	Parade
PA	Levittown/Bristol	Bucks County Courier Times	53,194	Parade
PA	Oil City/Franklin	The Derrick/The News-Herald	22,232	Parade
PA	Philadelphia	The Philadelphia Inquirer	499,140	Parade
PA	Pittsburgh	Pittsburgh Post-Gazette	299,137	Parade
PA	Reading	Reading Eagle	75,400	Parade
PA	Sayre	Morning Times	5,297	Parade
PA	Sharon	The Herald	18,221	Parade
PA	State College	Centre Daily Times	28,331	Parade
PA	Stroudsburg	Pocono Record	20,975	Parade
PA	Sunbury	The Daily Item	24,138	Parade
PA	Uniontown	Herald-Standard	23,315	Parade
PA	Wilkes Barre	The Times Leader	52,736	Parade
PA	Williamsport	Williamsport Sun-Gazette	30,719	Parade
RI	Kent County	Times	2,483	USA Weekend
RI	Newport	The Daily News	10,918	USA Weekend
RI	Pawtucket/Central Falls	Times	7,958	USA Weekend
RI	Westerly	Sun	7,888	USA Weekend
RI	Woonsocket	Call	10,923	USA Weekend
RI	Providence	The Providence Sunday Journal	154,300	Parade
RI	Providence/TMC	Providence Journal-Bulletin	20,000	Parade
SC	Aiken	Standard	16,141	USA Weekend
SC	Bluffton	Today	5,908	USA Weekend
SC	Florence	Morning News	31,367	USA Weekend
SC	Georgetown	Times	8,021	USA Weekend
SC	Goose Creek	Gazette	13,000	USA Weekend
SC	Greenville	News & Sunday Select	115,795	USA Weekend
SC	Lancaster	The Lancaster News	12,864	USA Weekend
SC	Newberry	The Newberry Observer	4,927	USA Weekend
SC	Orangeburg	Times and Democrat	14,474	USA Weekend
SC	Summerville	The Journal Scene	4,554	USA Weekend
SC	Union	The Union Daily Times	5,014	USA Weekend
SC	Anderson	Anderson Independent-Mail	30,140	Parade
SC	Beaufort	The Beaufort Gazette	10,038	Parade
SC	Charleston	The Post And Courier	94,940	Parade
SC	Columbia	The State	109,014	Parade
SC	Columbia/TMC	The State Sunday Select	16,666	Parade
SC	Greenville	Greenville Journal	40,135	Parade
SC	Greenwood	The Index-Journal	14,267	Parade
SC	Hilton Head Island	The Island Packet	19,557	Parade
SC	Myrtle Beach	The Sun News	53,535	Parade
SC	Orangeburg	The Times & Democrat	14,474	Parade
SC	Rock Hill	The Herald	27,419	Parade
SC	Spartanburg	Herald-Journal	45,335	Parade
SC	Sumter	The Item	16,535	Parade
SD	Sioux Falls	Argus Leader	60,943	USA Weekend

**Weekend Newspaper Supplements
Exhibit 3**

SD	Yankton	Press & Dakotan	8,008	USA Weekend
SD	Aberdeen	American News	15,777	Parade
SD	Deadwood	Lawrence County Journal	2,000	Parade
SD	Huron	Plainsman	5,740	Parade
SD	Mitchell	The Daily Republic	11,638	Parade
SD	Rapid City	Rapid City Journal	31,004	Parade
SD	Watertown	Watertown Public Opinion	12,558	Parade
TN	Athens	Post-Athenian	10,466	USA Weekend
TN	Clarksville	Leaf-Chronicle	20,840	USA Weekend
TN	Cleveland	Banner	15,072	USA Weekend
TN	Columbia	Herald	12,383	USA Weekend
TN	Crossville	Chronicle	8,500	USA Weekend
TN	Elizabethton	Elizabethton Star	10,081	USA Weekend
TN	Greeneville	The Greeneville Sun	14,763	USA Weekend
TN	Jackson	Sun	34,079	USA Weekend
TN	Kingsport	Times-News	42,917	USA Weekend
TN	Lebanon	Democrat	8,200	USA Weekend
TN	Maryville/Alcoa	Times	19,046	USA Weekend
TN	Murfreesboro	News Journal	17,560	USA Weekend
TN	Nashville	Tennessean & Sunday Select	223,773	USA Weekend
TN	Newport	Plain Talk	7,179	USA Weekend
TN	Oak Ridge	Oak Ridger	7,219	USA Weekend
TN	Sevierville	Mountain Press	8,133	USA Weekend
TN	Chattanooga	Chattanooga Times Free Press	95,888	Parade
TN	Cookeville	Herald-Citizen	12,139	Parade
TN	Dyersburg	The State Gazette	5,652	Parade
TN	Johnson City	Johnson City Press	29,306	Parade
TN	Knoxville	Knoxville News Sentinel	120,766	Parade
TN	Memphis	The Commercial Appeal	172,112	Parade
TN	Morristown	Citizen Tribune	23,603	Parade
TN	Murfreesboro	The Murfreesboro Post	30,500	Parade
TN	Shelbyville	Shelbyville Times-Gazette	6,920	Parade
TN	Tullahoma	The Sunday News	10,400	Parade
TX	Amarillo	Globe-News	51,822	USA Weekend
TX	Athens	Daily Review	4,200	USA Weekend
TX	Baytown	The Sun	7,815	USA Weekend
TX	Bryan/College Station	Eagle	24,031	USA Weekend
TX	Cleburne	Times-Review	6,443	USA Weekend
TX	Clute	Brazosport Facts	15,948	USA Weekend
TX	Corsicana	Sun	5,114	USA Weekend
TX	Denton	Record Chronicle	14,357	USA Weekend
TX	El Paso	Times	82,122	USA Weekend
TX	Gainesville	Daily Register	4,968	USA Weekend
TX	Galveston County	News	25,366	USA Weekend
TX	Greenville	Herald-Banner	9,100	USA Weekend
TX	Houston	East Texas Community Newspapers	12,737	USA Weekend
		Conroe Courier-Pasadena Daily		
		Journal-Houston Neighbor		
TX	Houston	Newspapers	381,671	USA Weekend
TX	Huntsville	Item	6,076	USA Weekend
TX	Irving	Rambler	3,540	USA Weekend

**Weekend Newspaper Supplements
Exhibit 3**

TX	Jacksonville	Daily Progress	3,900	USA Weekend
TX	Killeen	Herald	22,616	USA Weekend
TX	Laredo/Zapata	Morning Times	21,026	USA Weekend
TX	Lubbock	Avalanche-Journal	53,518	USA Weekend
TX	Lufkin	Daily News	13,732	USA Weekend
TX	McAllen	Monitor	39,120	USA Weekend
TX	McKinney	Courier-Gazette	26,015	USA Weekend
TX	Mineral Wells	Mineral Wells Index	2,792	USA Weekend
TX	Nacogdoches	The Daily Sentinel	8,061	USA Weekend
TX	New Braunfels	Herald-Zeitung	8,869	USA Weekend
TX	Orange	Leader	4,068	USA Weekend
TX	Palestine	Herald - Press	6,700	USA Weekend
TX	Plano	Star Community Newspapers	154,503	USA Weekend
TX	Plano	Star Courier	4,779	USA Weekend
TX	Port Arthur	News	11,244	USA Weekend
TX	San Marcos	Daily Record	5,500	USA Weekend
TX	Seguin	Seguin Gazette-Enterprise	4,992	USA Weekend
TX	Sherman/Denison	Herald Democrat	21,522	USA Weekend
TX	Texarkana	Gazette	31,222	USA Weekend
TX	Weatherford	The Democrat	5,098	USA Weekend
TX	Abilene	Abilene Reporter-News	34,864	Parade
TX	Austin	Austin American-Statesman	173,404	Parade
TX	Beaumont	The Beaumont Enterprise	36,124	Parade
TX	Brownsville	The Herald	16,979	Parade
TX	Brownwood	Brownwood Bulletin	6,661	Parade
TX	Corpus Christi	Corpus Christi Caller-Times	65,413	Parade
TX	Dallas	The Dallas Morning News	388,432	Parade
TX	Dallas/AI Dia	AI Dia	124,000	Parade
TX	Dallas/Briefing	Briefing	200,000	Parade
TX	Del Rio	Del Rio News-Herald	5,054	Parade
TX	El Paso	El Diario de El Paso	6,930	Parade
TX	Fort Worth	Star-Telegram	252,416	Parade
TX	Harlingen	Valley Morning Star	18,215	Parade
TX	Houston	Houston Chronicle	547,387	Parade
TX	Houston/SMC	Neighborhood News	315,000	Parade
TX	Kerrville	Kerrville Daily Times	9,065	Parade
TX	Longview	Longview News-Journal	29,797	Parade
TX	Marshall	The Marshall News Messenger	6,391	Parade
TX	McAllen	Monitor	39,476	Parade
TX	Midland	Reporter-Telegram	20,716	Parade
TX	Odessa	Odessa American	19,289	Parade
TX	Paris	The Paris News	9,407	Parade
TX	Plainview	Plainview Daily Herald	4,995	Parade
TX	San Angelo	Standard-Times	24,334	Parade
TX	San Antonio	San Antonio Express-News	256,871	Parade
TX	Temple	Temple Daily Telegram	21,117	Parade
TX	Tyler	Tyler Courier-Times-Telegraph	35,605	Parade
TX	Victoria	Victoria Advocate	31,990	Parade
TX	Waco	Waco Tribune-Herald	37,948	Parade
TX	Weslaco	Mid Valley Town Crier	21,750	Parade
TX	Wichita Falls	Times Record News	26,985	Parade

**Weekend Newspaper Supplements
Exhibit 3**

UT	Ogden	Standard-Examiner	65,320	USA Weekend
UT	Provo	Herald	24,700	USA Weekend
UT	St. George	Spectrum	24,152	USA Weekend
UT	Logan	The Herald Journal	18,562	Parade
UT	Provo	Daily Herald	40,712	Parade
UT	Salt Lake City	The Salt Lake Tribune-Deseret News	208,797	Parade
VA	Bristol	Herald-Courier	34,817	USA Weekend
VA	Charlottesville	Progress	28,615	USA Weekend
VA	Culpeper	Star-Exponent	6,814	USA Weekend
VA	Danville	Register & Bee	20,616	USA Weekend
VA	Fredericksburg	Free Lance-Star	50,417	USA Weekend
VA	Harrisonburg	News Record	29,473	USA Weekend
VA	Lynchburg	News & Advance	36,863	USA Weekend
VA	Petersburg	Progress-Index	13,563	USA Weekend
VA	Staunton	News Leader	18,258	USA Weekend
VA	Strasburg	Northern Virginia Daily	15,071	USA Weekend
VA	Waynesboro	News Virginian	6,314	USA Weekend
VA	Winchester	Star	23,000	USA Weekend
VA	Woodbridge-Manassas	Potomac News & Journal Messenger	15,627	USA Weekend
VA	Martinsville	Martinsville Bulletin	17,400	Parade
VA	Newport News/Hampton	Daily Press	90,807	Parade
VA	Norfolk	The Virginian-Pilot	181,929	Parade
VA	Richmond	Richmond Times-Dispatch	178,823	Parade
VA	Roanoke	The Roanoke Times	92,726	Parade
VT	Bennington	Banner	6,672	USA Weekend
VT	Brattleboro	Reformer	8,807	USA Weekend
VT	Burlington	Free Press	43,513	USA Weekend
VT	Rutland/Barre	The Sunday Rutland Herald and The Sunday Times Argus	22,778	Parade
WA	Aberdeen	Daily World	12,066	USA Weekend
WA	Bellevue	Reporter	40,175	USA Weekend
WA	Bremerton	Sun	25,601	USA Weekend
WA	Centralia/Chehalis	Chronicle	11,882	USA Weekend
WA	Everett	Sound Publishing Group	212,247	USA Weekend
WA	Issaquah/Sammamish	Reporter	30,996	USA Weekend
WA	Kent	Reporter	30,213	USA Weekend
WA	Moses Lake	Columbia Basin Herald	8,575	USA Weekend
WA	Mount Vernon	Skagit Valley Herald	17,966	USA Weekend
WA	Port Angeles	Peninsula Daily News	16,963	USA Weekend
WA	Redmond	Reporter	25,243	USA Weekend
WA	Renton	Reporter	31,064	USA Weekend
WA	Wenatchee	World	23,705	USA Weekend
WA	Yakima	Herald-Republic	34,352	USA Weekend
WA	Bellingham	The Bellingham Herald	24,324	Parade
WA	Bremerton	Sun	25,601	Parade
WA	Ellensburg	Daily Record	5,408	Parade
WA	Kennewick	Tri-City Herald	39,781	Parade
WA	Longview	The Daily News	19,754	Parade
WA	Olympia	The Olympian	33,031	Parade
WA	Seattle	The Seattle Times	359,672	Parade
WA	Spokane	The Spokesman-Review	100,449	Parade

**Weekend Newspaper Supplements
Exhibit 3**

WA	Tacoma	The News Tribune	103,995	Parade
WA	Vancouver	The Columbian	42,987	Parade
WA	Walla Walla	Walla Walla Union-Bulletin	14,547	Parade
WA	Yakima	Herald-Republic	34,352	Parade
WI	Appleton	Post-Crescent	60,877	USA Weekend
WI	Beloit	News	12,880	USA Weekend
WI	Eau Claire	Leader-Telegram	24,969	USA Weekend
WI	Fond Du Lac	Reporter	15,726	USA Weekend
WI	Green Bay	Press-Gazette	71,845	USA Weekend
WI	Janesville	Gazette	23,136	USA Weekend
WI	Manitowoc/Two Rivers	Herald Times Reporter	13,954	USA Weekend
WI	Milwaukee	Journal Sentinel	361,355	USA Weekend
WI	Oshkosh	Northwestern	21,965	USA Weekend
WI	Sheboygan	Press	21,498	USA Weekend
WI	Superior	Telegram	6,078	USA Weekend
WI	Watertown	Times	8,450	USA Weekend
WI	Wausau-Stevens Point	Herald-Central WI Sunday	46,120	USA Weekend
WI	Chippewa Falls	Chippewa Valley Newspapers	9,547	Parade
WI	Kenosha	Kenosha News	26,419	Parade
WI	La Crosse	La Crosse Tribune	36,250	Parade
WI	Madison	Wisconsin State Journal	130,179	Parade
WI	Portage	Baraboo News Republic/Beaver Dam Daily Citizen/Portage Daily Register	19,778	Parade
WI	Racine	The Journal Times	29,282	Parade
WI	Rhineland	The Daily News	3,610	Parade
WV	Charleston	Gazette-Mail	55,691	USA Weekend
WV	Elkins	Inter-Mountain	10,461	USA Weekend
WV	Huntington	Herald-Dispatch	30,527	USA Weekend
WV	Princeton	Princeton Times	5,200	USA Weekend
WV	Beckley	The Register-Herald	25,165	Parade
WV	Bluefield	Bluefield Daily Telegraph	16,813	Parade
WV	Charleston	Sunday Gazette-Mail	68,940	Parade
WV	Clarksburg	Clarksburg Exponent-Telegram	19,226	Parade
WV	Fairmont	Times West Virginian	10,679	Parade
WV	Logan	The Logan Banner	8,243	Parade
WV	Martinsburg	The Journal	16,944	Parade
WV	Morgantown	The Dominion Post	22,635	Parade
WV	Parkersburg	The Parkersburg News and Sentinel	28,562	Parade
WV	Wheeling	Sunday News-Register	33,321	Parade
WV	Williamson	Williamson Daily News	6,185	Parade
WY	Cheyenne	Wyoming Tribune-Eagle	16,077	USA Weekend
WY	Laramie	Boomerang	5,227	USA Weekend
WY	Casper	Casper Star-Tribune	28,455	Parade

EXHIBIT 4

**Websites in 24/7 Real Media Network
Exhibit 4**

Channel	Sub Channel	URL
Automotive	ATV	atv.com
Automotive	ATV	atv-forum.com
Automotive	Cars	cardomain.com
Automotive	Cars	carsoup.com
Automotive	Cars	jcwhitney.com
Automotive	Cars	oncars.com
Automotive	Cars	thetorquereport.com
Automotive	Marine	jetskinews.com
Automotive	Marine	personalwatercraft.com
Automotive	Marine	pwcforum.com
Automotive	Motorcycles	1000rr.com
Automotive	Motorcycles	1000rr.net
Automotive	Motorcycles	600rr.com
Automotive	Motorcycles	apriliatalk.com
Automotive	Motorcycles	buellchat.com
Automotive	Motorcycles	ducati.ms
Automotive	Motorcycles	ducatimonster.org
Automotive	Motorcycles	esportbike.com
Automotive	Motorcycles	fz6forums.com
Automotive	Motorcycles	gixxer.com
Automotive	Motorcycles	goldwingowners.com
Automotive	Motorcycles	gsxr.com
Automotive	Motorcycles	harley-davidsonforums.com
Automotive	Motorcycles	kawasakiforum.com
Automotive	Motorcycles	kawiforums.com
Automotive	Motorcycles	motorcycle.com
Automotive	Motorcycles	r1-forum.com
Automotive	Motorcycles	r1messenet.com
Automotive	Motorcycles	r6.com
Automotive	Motorcycles	r6-forum.com
Automotive	Motorcycles	r6messenet.com
Automotive	Motorcycles	raptorforum.com
Automotive	Motorcycles	rc51forums.com
Automotive	Motorcycles	sportbikes.com
Automotive	Motorcycles	sportbikes.net
Automotive	Motorcycles	sportbikeworld.com
Automotive	Motorcycles	starbikeforums.com
Automotive	Motorcycles	thumpertalk.com
Automotive	Motorcycles	triumphrat.net
Automotive	Motorcycles	twowheelforum.com
Automotive	Motorcycles	victoryforums.com
Automotive	Motorcycles	v-twinforum.com
Automotive	Motorcycles	vulcanforums.com
Automotive	Snowmobile	hardcoresledder.com
Automotive	Snowmobile	snowmobile.com
Automotive	Snowmobile	snowmobileworld.com
BBN	Agriculture & Food	americancowman.com
BBN	Agriculture & Food	bakery-net.com
BBN	Agriculture & Food	baking-management.com
BBN	Agriculture & Food	beefmagazine.com/

**Websites in 24/7 Real Media Network
Exhibit 4**

BBN	Agriculture & Food	cattlenetwork.com
BBN	Agriculture & Food	citrusandvegetable.com
BBN	Agriculture & Food	cornandsoybeandigest.com/
BBN	Agriculture & Food	dairyherd.com
BBN	Agriculture & Food	deltafarmpress.com/
BBN	Agriculture & Food	drovers.com
BBN	Agriculture & Food	dvm360.com/
BBN	Agriculture & Food	expoeast.com
BBN	Agriculture & Food	expowest.com
BBN	Agriculture & Food	farministrynews.com/
BBN	Agriculture & Food	farmshows.com
BBN	Agriculture & Food	feedandgrain.com
BBN	Agriculture & Food	fesmag.com
BBN	Agriculture & Food	firstlinemag.com/firstline/
BBN	Agriculture & Food	food-management.com
BBN	Agriculture & Food	foodmanufacturing.com
BBN	Agriculture & Food	frozenfoodage.com
BBN	Agriculture & Food	gourmetretailer.com
BBN	Agriculture & Food	greenbook.net
BBN	Agriculture & Food	growermagazine.com
BBN	Agriculture & Food	hayandforage.com/
BBN	Agriculture & Food	healthyfoodsconference.com
BBN	Agriculture & Food	landscapedesign-build.com/
BBN	Agriculture & Food	landscapemanagement.net/
BBN	Agriculture & Food	modernbaking.bakery-net.com
BBN	Agriculture & Food	mypmp.net/
BBN	Agriculture & Food	nationalhogfarmer.com/
BBN	Agriculture & Food	nfm-online.com
BBN	Agriculture & Food	porkmag.com
BBN	Agriculture & Food	producemerchandising.com
BBN	Agriculture & Food	progressivegrocer.com
BBN	Agriculture & Food	refrigeratedtrans.com/
BBN	Agriculture & Food	rimag.com
BBN	Agriculture & Food	southwestfarmpress.com/
BBN	Agriculture & Food	supermarketnews.com/
BBN	Agriculture & Food	thepacker.com
BBN	Agriculture & Food	turfgrasstrends.com/
BBN	Agriculture & Food	veterinarybusiness.dvm360.com/vetec
BBN	Agriculture & Food	veterinarycareer.dvm360.com
BBN	Agriculture & Food	veterinaryhospitaldesign.dvm360.com/vethospitaldesign/
BBN	Agriculture & Food	veterinarymedicine.dvm360.com/vetmed
BBN	Agriculture & Food	veterinarynews.dvm360.com/dvm
BBN	Agriculture & Food	westernfarmpress.com/
BBN	Aviation & Transportation	airportbusiness.com
BBN	Aviation & Transportation	amtonline.com
BBN	Aviation & Transportation	fleetmag.com
BBN	Aviation & Transportation	groundsupportworldwide.com
BBN	Aviation & Transportation	interbike.com
BBN	Aviation & Transportation	lighttruckbiz.com
BBN	Aviation & Transportation	masstransitmag.com
BBN	Aviation & Transportation	pten.com

**Websites in 24/7 Real Media Network
Exhibit 4**

BBN	Building & Home Products	kitchenbathdesign.com
BBN	Building & Home Products	laminateline.com
BBN	Building & Home Products	rdbmagazine.com
BBN	Building & Home Products	SurfaceFabrication.com
BBN	Building & Home Products	wooddigest.com
BBN	Business & Travel	bpmmag.net
BBN	Business & Travel	btnmag.com
BBN	Business & Travel	expertbusinesssource.com
BBN	Business & Travel	hotelmotel.com/
BBN	Business & Travel	HotelsAtPerDiem.com
BBN	Business & Travel	hotelworldexpo.com/hotelworld/v42/index.cvn
BBN	Business & Travel	incentivemag.com
BBN	Business & Travel	incentivetravelexchange.com/
BBN	Business & Travel	lhone.com
BBN	Business & Travel	managesmarter.com
BBN	Business & Travel	mediajobmarket.com/jobs/index.jsp
BBN	Business & Travel	meetingsnet.com
BBN	Business & Travel	mimegasite.com
BBN	Business & Travel	nexport.com
BBN	Business & Travel	potentialsmag.com
BBN	Business & Travel	premierhotels.com/
BBN	Business & Travel	profilecanada.com
BBN	Business & Travel	salesandmarketing.com
BBN	Business & Travel	smallbusinessreview.com/
BBN	Business & Travel	solunet-infomex.com
BBN	Business & Travel	trainingmag.com
BBN	Education	21centuryconnections.com
BBN	Education	asumag.com/
BBN	Education	aveducationonline.com
BBN	Education	metmagazine.com
BBN	Education	schoolcio.com
BBN	Education	techlearning.com
BBN	Electronics	advancedimagingpro.com
BBN	Electronics	cpatechnologyadvisor.com
BBN	Electronics	edn.com
BBN	Electronics	semiconductor.net
BBN	Electronics	tmworld.com
BBN	Electronics	wirelessdesignmag.com
BBN	Financial/Professional Services	advancedtrading.com
BBN	Financial/Professional Services	banktech.com/
BBN	Financial/Professional Services	businessfinancemag.com
BBN	Financial/Professional Services	commercialpropertynews.com
BBN	Financial/Professional Services	insurancetech.com/
BBN	Financial/Professional Services	law.com
BBN	Financial/Professional Services	law.com/jsp/cc/index.jsp
BBN	Financial/Professional Services	microbilt.com
BBN	Financial/Professional Services	nreionline.com
BBN	Financial/Professional Services	pricedigests.com
BBN	Financial/Professional Services	registeredrep.com/
BBN	Financial/Professional Services	trustsandestates.com/
BBN	Financial/Professional Services	wallstreetandtech.com/

**Websites in 24/7 Real Media Network
Exhibit 4**

BBN	Fire Rescue & EMS	emsresponder.com
BBN	Fire Rescue & EMS	firehouse.com
BBN	Gifts & Furnishings	casualliving.com
BBN	Gifts & Furnishings	ecpzone.com
BBN	Gifts & Furnishings	europastar.com
BBN	Gifts & Furnishings	furnituretoday.com
BBN	Gifts & Furnishings	giftsanddec.com
BBN	Gifts & Furnishings	homeaccentstoday.com
BBN	Gifts & Furnishings	hometextilestoday.com
BBN	Gifts & Furnishings	playthings.com
BBN	Gifts & Furnishings	Qualifiedremodeler.com
BBN	Gifts & Furnishings	residentiallighting.com
BBN	Gifts & Furnishings	twice.com
BBN	Government	americancityandcounty.com
BBN	Government	firechief.com
BBN	Government	fpemag.com
BBN	Government	govpro.com
BBN	Government	govtsecurity.com/
BBN	Government	locksmithledger.com
BBN	Government	milelec.com
BBN	Government	publicworksjobs.com
BBN	Government	securitysolutions.com/
BBN	Government	thebravest.com
BBN	Government	wasteage.com/
BBN	Government	wildfiremag.com/
BBN	Healthcare	actmagazine.findpharma.com/appliedclinicaltrials/
BBN	Healthcare	Addictionpro.com
BBN	Healthcare	Behavioral.net
BBN	Healthcare	biopharminternational.findpharma.com/biopharm/
BBN	Healthcare	cancernetwork.com
BBN	Healthcare	careercapsule.findpharma.com
BBN	Healthcare	chiropub.com
BBN	Healthcare	clpmag.com
BBN	Healthcare	consultantlive.com
BBN	Healthcare	contemporaryobgyn.modernmedicine.com/
BBN	Healthcare	contemporarypediatrics.modernmedicine.com/
BBN	Healthcare	contemporaryurology.modernmedicine.com/
BBN	Healthcare	cosmeticsurgerytimes.modernmedicine.com/
BBN	Healthcare	dentalproductsreport.com
BBN	Healthcare	dermatologytimes.modernmedicine.com/
BBN	Healthcare	devicelink.com/mdl-index-ad.html
BBN	Healthcare	diagnosticimaging.com
BBN	Healthcare	drugtopics.modernmedicine.com/
BBN	Healthcare	entjournal.com
BBN	Healthcare	fitnessbusinesspro.com/
BBN	Healthcare	formularyjournal.modernmedicine.com/
BBN	Healthcare	geriatrics.modernmedicine.com/
BBN	Healthcare	getpatientwise.com
BBN	Healthcare	Healthcarebuildingideas.com
BBN	Healthcare	Healthcaredesignmagazine.com
BBN	Healthcare	Healthcare-informatics.com

**Websites in 24/7 Real Media Network
Exhibit 4**

BBN	Healthcare	healthcaretraveler.modernmedicine.com/
BBN	Healthcare	healthieryou.com
BBN	Healthcare	hearingreview.com
BBN	Healthcare	hmetoday.com
BBN	Healthcare	homecaremag.com
BBN	Healthcare	imagingeconomics.com
BBN	Healthcare	locumlife.modernmedicine.com/
BBN	Healthcare	LtImagazine.com
BBN	Healthcare	medicaldesign.com
BBN	Healthcare	medicaleconomics.modernmedicine.com/
BBN	Healthcare	medicalimagingmag.com
BBN	Healthcare	medicalspareport.com/
BBN	Healthcare	modernmedicine.com
BBN	Healthcare	national.clubindustryshow.com
BBN	Healthcare	nutraconference.com
BBN	Healthcare	nutritionbusinessjournal.com
BBN	Healthcare	occupationalhazards.com
BBN	Healthcare	ophthalmologytimes.modernmedicine.com/
BBN	Healthcare	orthodonticproducts online.com
BBN	Healthcare	patientcare.modernmedicine.com/
BBN	Healthcare	pharmalive.com/
BBN	Healthcare	pharmexec.findpharma.com/pharmexec/
BBN	Healthcare	pharmrep.findpharma.com/pharmrep/
BBN	Healthcare	pharmtech.findpharma.com/pharmtech/
BBN	Healthcare	physicianspractice.com
BBN	Healthcare	psp-interactive.com
BBN	Healthcare	psychiatrictimes.com
BBN	Healthcare	ptproducts online.com
BBN	Healthcare	rehabpub.com
BBN	Healthcare	respondersafetyonline.com
BBN	Healthcare	rn.modernmedicine.com/
BBN	Healthcare	rtmagazine.com
BBN	Healthcare	searchmedica.com
BBN	Healthcare	sleepreviewmag.com
BBN	Healthcare	supplyexpoeast.com
BBN	Healthcare	thejobcure.com
BBN	Healthcare	urologytimes.modernmedicine.com/
BBN	Hospitality	chainleader.com
BBN	Hospitality	hotelsmag.com
BBN	Hospitality	restaurant-hospitality.com
BBN	Hospitality	thespecialeventshow.com
BBN	Industrial Supplies	americanmachinist.com
BBN	Industrial Supplies	ctidirectory.com
BBN	Industrial Supplies	ecmweb.com/
BBN	Industrial Supplies	forgingmagazine.com
BBN	Industrial Supplies	indmacdig.com
BBN	Industrial Supplies	industryweek.com/
BBN	Industrial Supplies	lpgasmagazine.com/
BBN	Industrial Supplies	macraesbluebook.com
BBN	Industrial Supplies	metalproducing.com
BBN	Industrial Supplies	mineandquarry.com/

**Websites in 24/7 Real Media Network
Exhibit 4**

BBN	Industrial Supplies	newequipment.com
BBN	Industrial Supplies	outsourced-logistics.com/
BBN	Industrial Supplies	packaging-online.com/
BBN	Industrial Supplies	plantengineering.com/
BBN	Industrial Supplies	rockproducts.com/
BBN	Industrial Supplies	tipscd.com
BBN	Jewelry	jckonline.com
BBN	Jewelry	lustremag.com
BBN	Jewelry	modernjeweler.com
BBN	Jewelry	nationaljewelernetwork.com
BBN	Landscape & Ground Maintenance	promagazine.com
BBN	Landscape & Ground Maintenance	yardngarden.com
BBN	Law Enforcement	officer.com
BBN	Lifestyles	beautyschooladvisor.com
BBN	Lifestyles	firstchair.com
BBN	Lifestyles	modernsalon.com
BBN	Lifestyles	modernsalondirectory.com
BBN	Lifestyles	outdoorretailer.com
BBN	Lifestyles	salontoday.com
BBN	Manufacturing	constructionequipment.com
BBN	Manufacturing	csemag.com
BBN	Manufacturing	designnews.com
BBN	Manufacturing	fandmmag.com
BBN	Manufacturing	housingzone.com
BBN	Manufacturing	impomag.com
BBN	Manufacturing	inddist.com
BBN	Manufacturing	interiordesign.net
BBN	Manufacturing	iswonline.com
BBN	Manufacturing	logisticsmgmt.com
BBN	Manufacturing	maintenancesuppliesmag.com
BBN	Manufacturing	mbtmag.com
BBN	Manufacturing	mmh.com
BBN	Manufacturing	purchasing.com
BBN	Manufacturing	scmr.com
BBN	Media	2-pop.com
BBN	Media	2-popforums.com
BBN	Media	agentdvdonline.com/
BBN	Media	americanprinter.com/
BBN	Media	avworshipsystems.com/
BBN	Media	backstage.com
BBN	Media	backstage.com/bsr/rossreports
BBN	Media	backstage.com/bsr/rossreports/directories.jsp
BBN	Media	brandweek.com
BBN	Media	broadcastengineering.com/
BBN	Media	broadcastingcable.com
BBN	Media	chiefmarketer.com/
BBN	Media	cinematographer.com
BBN	Media	criticasmagazine.com
BBN	Media	designinmotion.com
BBN	Media	digitalcontentproducer.com/
BBN	Media	digitalsignageweekly.com

**Websites in 24/7 Real Media Network
Exhibit 4**

BBN	Media	directmag.com/
BBN	Media	dv.com
BBN	Media	dv-forums.com/forums/
BBN	Media	editorandpublisher.com
BBN	Media	gammag.com/
BBN	Media	governmentvideo.com
BBN	Media	hollywoodreporter.com
BBN	Media	homemediaconferences.com/dvdconferences/v42/index.cvn
BBN	Media	homemediamagazine.com/
BBN	Media	homemediamagazine.com/video
BBN	Media	libraryjournal.com
BBN	Media	marketingatretail.com
BBN	Media	mediaweek.com
BBN	Media	multichannel.com
BBN	Media	multichannelmerchant.com/
BBN	Media	paper360.org/
BBN	Media	pdnonline.com
BBN	Media	pffc-online.com/
BBN	Media	proaudioreview.com
BBN	Media	prosoundnews.com
BBN	Media	publishersweekly.com
BBN	Media	radiomagonline.com
BBN	Media	reel-exchange.com/
BBN	Media	rentalandstaging.com
BBN	Media	responseexpo.com/responseexpo/v42/index.cvn
BBN	Media	responsemagazine.com/
BBN	Media	rwonline.com
BBN	Media	schoollibraryjournal.com
BBN	Media	specialevents.com/
BBN	Media	storage.tvtechnology.com
BBN	Media	studiodaily.com
BBN	Media	svconline.com
BBN	Media	telephonyonline.com
BBN	Media	televisionbroadcast.com
BBN	Media	thebookseller.com
BBN	Media	thedrma.com/drma/
BBN	Media	tradeshowweek.com
BBN	Media	tvtechnology.com
BBN	Media	uemedi.net/CPC/digitalcinemamag/index.shtml
BBN	Media	urgentcomm.com/
BBN	Media	vfxpro.com
BBN	Media	videobusiness.com
BBN	Media	videography.com
BBN	Media	wide-formatimaging.com
BBN	Photography & Imaging	imaginginfo.com
BBN	Printing	convertingmagazine.com
BBN	Printing	gabb.com
BBN	Printing	packagingdigest.com
BBN	Printing	printingnews.com
BBN	Printing	quickprinting.com
BBN	Retail	americansalonmag.com/

**Websites in 24/7 Real Media Network
Exhibit 4**

BBN	Retail	americanspamag.com/
BBN	Retail	athleticurf.net/
BBN	Retail	bigtwindealer.com/bigtwin/
BBN	Retail	bigtwinwest.com
BBN	Retail	buypenton.com
BBN	Retail	connectedhomemag.com
BBN	Retail	csnews.com
BBN	Retail	ddimagazine.com/displayanddesignideas/index.jsp
BBN	Retail	dealerexpo.com
BBN	Retail	dealernews.com/dealernews/
BBN	Retail	deliciouslivingmag.com
BBN	Retail	emusician.com/
BBN	Retail	golfdom.com/
BBN	Retail	grounds-mag.com
BBN	Retail	impressionsmag.com/impressions/index.jsp
BBN	Retail	licensemag.com/licensemag/
BBN	Retail	livedesignonline.com/
BBN	Retail	luxuryta.com/
BBN	Retail	magiconline.com
BBN	Retail	mixonline.com/
BBN	Retail	professionaldistributormagazine.com
BBN	Retail	remixmag.com/
BBN	Retail	retailtrafficmag.com
BBN	Retail	snowbusiness.net/
BBN	Retail	tauniv.com/Home.asp
BBN	Retail	travelagentcentral.com/
BBN	Security	lledger.com
BBN	Security	securityinfowatch.com
BBN	Sporting Goods & Recreation	ansommag.com
BBN	Sporting Goods & Recreation	rvtradedigest.com
BBN	Technology	aiimexpo.com/aiimexpo/v42/index.cvn
BBN	Technology	appliancemagazine.com/
BBN	Technology	auto.sensorsmag.com/sensorsauto/
BBN	Technology	avtechnologyonline.com
BBN	Technology	ba.geospatial-solutions.com/gssba/
BBN	Technology	bmighty.com/
BBN	Technology	byteandswitch.com/
BBN	Technology	chromatographyonline.findpharma.com/lcgc/
BBN	Technology	contentinople.com/
BBN	Technology	cp.gpsworld.com/gpscp/
BBN	Technology	cpasn.com
BBN	Technology	crn.com
BBN	Technology	darkreading.com/
BBN	Technology	ddj.com/
BBN	Technology	eeepn.com
BBN	Technology	eet.com
BBN	Technology	eirs.geospatial-solutions.com/gsseirs/
BBN	Technology	electricalmarketing.com/
BBN	Technology	electronicdesign.com
BBN	Technology	electronics.sensorsmag.com/sensorselectronics/
BBN	Technology	engineeringtv.com

**Websites in 24/7 Real Media Network
Exhibit 4**

BBN	Technology	europe.windowstpro.com
BBN	Technology	ewweb.com/
BBN	Technology	forums.techlearning.com/
BBN	Technology	foundrymag.com
BBN	Technology	functionalingredientsmag.com/fimag/
BBN	Technology	geospatial-solutions.com/
BBN	Technology	gismap.geospatial-solutions.com/gssgismap/
BBN	Technology	govm.geospatial-solutions.com/gssgovm/
BBN	Technology	gpsmaniac.com/
BBN	Technology	gpsworld.com/
BBN	Technology	hydraulicspneumatics.com
BBN	Technology	imagesourcemag.com/issuehomepages.asp
BBN	Technology	informationweek.com/
BBN	Technology	informationweek.com/cloud-computing/
BBN	Technology	intelligententerprise.com/
BBN	Technology	itjobhound.com
BBN	Technology	ittv.net
BBN	Technology	lbs.gpsworld.com/gpslbs/
BBN	Technology	lbsuc.geospatial-solutions.com/gsslbsuc/
BBN	Technology	ldishow.com
BBN	Technology	lightreading.com
BBN	Technology	machine.sensorsmag.com/sensorsmachine/
BBN	Technology	machinedesign.com
BBN	Technology	maproom.geospatial-solutions.com/PNOnline/
BBN	Technology	mechatronic-design.com/
BBN	Technology	mg.gpsworld.com/gpsmg/
BBN	Technology	mhmonline.com
BBN	Technology	mil.sensorsmag.com/sensorsmil/
BBN	Technology	motionsystemdesign.com
BBN	Technology	mwrf.com
BBN	Technology	networkcomputing.com/
BBN	Technology	nplp.com
BBN	Technology	nr.geospatial-solutions.com/gssnr/
BBN	Technology	officesharepointpro.com
BBN	Technology	ondemandexpo.com/ondemand/v42/index.cvn
BBN	Technology	plasticstoday.com/pt-index-ad.html
BBN	Technology	power.elecdesign.com
BBN	Technology	powerelectronics.com
BBN	Technology	process.sensorsmag.com/sensorsprocess/
BBN	Technology	resmagonline.com
BBN	Technology	rfdesign.com
BBN	Technology	sc.gpsworld.com/gpssc/
BBN	Technology	sdexec.com
BBN	Technology	sensorsmag.com/
BBN	Technology	sgps.geospatial-solutions.com/gsssgps/
BBN	Technology	sidt.gpsworld.com/gpssid/
BBN	Technology	specialty.sensorsmag.com/sensorsspecialty/
BBN	Technology	spectroscopymag.findpharma.com/spectroscopy/
BBN	Technology	sqlmag.com
BBN	Technology	systeminetwork.com/
BBN	Technology	systemiportal.com

**Websites in 24/7 Real Media Network
Exhibit 4**

BBN	Technology	systemscontractor.com
BBN	Technology	tce.geospatial-solutions.com/gsstce/
BBN	Technology	tdworld.com
BBN	Technology	the-esb.com
BBN	Technology	tl.gpsworld.com/gpstl/
BBN	Technology	uc.gpsworld.com/gpsuc/
BBN	Technology	unstrung.com/
BBN	Technology	web-ee.com
BBN	Technology	windowsdevpro.com
BBN	Technology	windowsitlibrary.com
BBN	Technology	windowsitpro.com
BBN	Technology	winexcavator.com
BBN	Technology	winsupersite.com
BBN	Technology	wireless.sensorsmag.com/sensorswireless
BBN	Transportation	abrn.search-autoparts.com/
BBN	Transportation	acukwik.com
BBN	Transportation	aftermarketbusiness.search-autoparts.com/
BBN	Transportation	aircharterguide.com/
BBN	Transportation	aircraftbluebook.com
BBN	Transportation	amonline.com
BBN	Transportation	atwonline.com
BBN	Transportation	autoelectronics.com
BBN	Transportation	autoredbook.com
BBN	Transportation	aviationtoday.com
BBN	Transportation	bulktransporter.com
BBN	Transportation	changegears.search-autoparts.com
BBN	Transportation	clymer.com
BBN	Transportation	clymervalues.com
BBN	Transportation	driversmag.com
BBN	Transportation	fleetowner.com/
BBN	Transportation	fuelpub.com
BBN	Transportation	hotautoprods.search-autoparts.com/
BBN	Transportation	motorage.search-autoparts.com/
BBN	Transportation	OAG.com
BBN	Transportation	OAG-flights.com
BBN	Transportation	passthease.search-autoparts.com/
BBN	Transportation	SEARCH-autoparts.com
BBN	Transportation	speednews.com/
BBN	Transportation	stylingperformance.search-autoparts.com/
BBN	Transportation	trailer-bodybuilders.com/
BBN	Transportation	trucker.com/
BBN	Transportation	wardsauto.com
BBN	Transportation	wardsautoworld.com/
BBN	Transportation	wardsdealer.com/
Business Finar	Career and Recruiting	americasjobexchange.com
Business Finar	Career and Recruiting	atlantajobs.com
Business Finar	Career and Recruiting	bostonjobs.com
Business Finar	Career and Recruiting	careerbuilder.com
Business Finar	Career and Recruiting	chicagojobs.com
Business Finar	Career and Recruiting	ctjobs.com
Business Finar	Career and Recruiting	dice.com

**Websites in 24/7 Real Media Network
Exhibit 4**

Business Finar	Career and Recruiting	floridianjobs.com
Business Finar	Career and Recruiting	illinoiscareers.com
Business Finar	Career and Recruiting	jobfetch.com
Business Finar	Career and Recruiting	monster.com
Business Finar	Career and Recruiting	ontargetjobs.com
Business Finar	Career and Recruiting	quintcareers.com
Business Finar	Career and Recruiting	rijobs.com
Business Finar	Career and Recruiting	sanantoniojobs.com
Business Finar	Career and Recruiting	snagajob.com
Business Finar	Career and Recruiting	talenthunter.com
Business Finar	Career and Recruiting	vegasjobs.com
Business Finar	News	morningstar.com
Business Finar	Technology	edgaronline.com
Dating	African - American	blackbabyboomermeet.com
Dating	African - American	blackprofessionalpeoplemeet.com
Dating	African - American	blacksingles.com
Dating	African - American	seniorblackpeoplemeet.com
Dating	Asian-American	asianpeoplemeet.com
Dating	Asian-American	chinesepeoplemeet.com
Dating	Christian	adventistsinglesconnection.com
Dating	Christian	catholicmingle.com
Dating	Christian	christianmingle.com
Dating	Christian	ldsmingle.com
Dating	Christian	ldssingles.com
Dating	Hispanic-American	latinsinglesconnection.com
Dating	Jewish	jdate.com
Dating	Jewish	jewishmingle.com
Dating	Jewish	jpeoplemeet.com
Dating	Senior	babyboomerpeoplemeet.com
Dating	Senior	blackbabyboomermeet.com
Dating	Senior	seniorblackpeoplemeet.com
Dating	Women/Men	americansingles.com
Dating	Women/Men	asiansinglesconnection.com
Dating	Women/Men	babyboomerpeoplemeet.com
Dating	Women/Men	calipeoplemeet.com
Dating	Women/Men	catholicpeoplemeet.com
Dating	Women/Men	collegeluv.com
Dating	Women/Men	cupid.com
Dating	Women/Men	date.ca
Dating	Women/Men	deafsinglesconnection.com
Dating	Women/Men	democraticpeoplemeet.com
Dating	Women/Men	divorcedpeoplemeet.com
Dating	Women/Men	eharmony.com
Dating	Women/Men	engage.com
Dating	Women/Men	genxpeoplemeet.com
Dating	Women/Men	interracialpeoplemeet.com
Dating	Women/Men	interracialsingles.net
Dating	Women/Men	italianpeoplemeet.com
Dating	Women/Men	latinsinglesconnection.com
Dating	Women/Men	littlepeoplemeet.com
Dating	Women/Men	marriagemindedpeoplemeet.com

**Websites in 24/7 Real Media Network
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Dating	Women/Men	match.com
Dating	Women/Men	militarysinglesconnection.com
Dating	Women/Men	moretolove.com
Dating	Women/Men	okcupid.com
Dating	Women/Men	petpeoplemeet.com
Dating	Women/Men	plentyoffish.com
Dating	Women/Men	primesingles.net
Dating	Women/Men	realationship.com
Dating	Women/Men	republicanpeoplemeet.com
Dating	Women/Men	singleparentsmingle.com
Dating	Women/Men	true.com

EXHIBIT 5

**Websites in Microsoft Media Network
Exhibit 5**

MSN Network*	Disney Online	Kaboose.com	Reference.com
411.com	Diynetwork.com	Last.Fm	Realestate.com
A&E Television Networks	Dogpile	Kaboose.com	Realtor.com
AARP	Doityourself.com	Lehighvalleylive.com	Reunion.com
ABC.com	Dpreview.com	Lifescrypt.com	Reuters
ABCnews	Drugs.com	Lifetimetv.com	Revolutionhealth.com
About.com	E! Online	Linkedin.com	Roadrunner.com
Accesshollywood.com	Ea Games	Livedeal, Inc.	Rockyou.com
Accuweather.com	Earthlink.Net	Lycos Network	Rodale Sites
Adbrite, Inc.	Ebay.com	Lyrics.com	Rotoworld
Advanced Internet	Ebuddy	Lyricsdownload.com	Roflrazzi.com
Al.com	Economist.com	Makeoversolutions.com	Rollingstone.com
Allhiphop.com	Edgar-Online.com	Mademan.com	Rottentomatoes.com
Allleftturns.com	Edmunds.com	Marketwatch	Salary.com
Alloy Network	Eharmony.com	Marthastewart.com	Salon.com
Allrecipes.com	Elfster.com	Masslive.com	Scout.com
Americangreetings Property	Entertainment Weekly	Match.com	SyFy.com
Answers.com	Entrepreneur.com	Mautofied.com	Screenjunkies.com
Anywho.com	Epinions.com	Mayoclinic.com	Seattle Times Online Network
Aol.com	Espn	Mcclatchy.com	Seed Magazine
Apartments.com	Espn Cricinfo	Meebo	Sfgate.com
Apps Savvy	Espn F1Live	Media General	SI.com
Ask.com	Espn Soccer.net	Media News Group	Six Apart Network
Askmen.com	Evite.com	Menshealth.com	She Knows Network
Atlantajournal.com	Excite.com	Merriam-Webster	Shutterfly.com
Autobytel.com	Expedia.com	Metacritic.com	Sidestep.com
Autotrader	Facebook.com	Metrolyrics.com	SiLive.com
Azlyrics.com	Failblog.org	Metromix	Slate.com
Babycenter.com	Familyeducation.com	Migente.com	Smartsources.com
Babynames.com	Familylink	MLB.com	Sparknotes.com
Babyzone.com	Fandango.com	Mlive.com	Spilgames
Baltimoresun.com	Fanpop	Monster Worldwide	Station.com
Barnesandnoble.com	Fastweb.com	Morningstar	Streetfire.Net
Belo	Filefront.com	Movies.com	Sugar Network
BET Networks	Findarticles.com	Movietickets.com	Superpages.com Network
BET.com	Fisher Communications, Inc.	MTB Networks	Synacor
BHG.com	Fixya.com	Mycokerewards.com	Syracuse.com
Billboard.com	Funnyordie.com	Myrecipes Network	Tagged.com
Bizjournals.com	Foodnetwork.com	Mysimon.com	Tasteofhome.com
Bizrate.com	Fool.com	Myspace.com	Terabit.com
Blackpeoplemeet.com	Fox Entertainment	Myxer.com	Television Without Pity
Blackplanet.com	Foxnews.com	Myyearbook.com	The Generations Network
Bleacherreport.com	Freeridegames.com	Nasdaq	The Health Central Network
Bloomberg.com	Freewebs.com	Natural Path Media	The NHL Network
Bnet.com	Friendster.com	Nationalgeographic.com	Theinsider.com
Boston.com	G4Tv.com	NBA.com	Theknot.com
Boxofficemojo.com	Gamespot	NBC Local	Thesaurus.com
Bravotv.com	Gamesville.com	NBC Universal	Thestreet.com
Break.com	Gannett Sites	NBC Sports	Ticketmaster.com
Brides.com	Gather.com	Netscape	Time.com
Bridgebase Online	Gifts.com	Netzero.Net	Time Inc. Network
Britannica.com	Glam Media	Newsweek.com	Topix.com
Buddytv.com	Golf.com	NFL.com	Traffic.com

**Websites in Microsoft Media Network
Exhibit 5**

Business.com	Gorilla Nation	Nick.com	Travel Ad Network
Businessinsider.com	Gourmet Ads	NJ.com	Travelocity
Businessweek.com	Greatschools.Net	Nytimes.com	Tribune Interactive
Buy.com	Hallmark.com	Ny Daily News	Tripadvisor.com
Cafemom.com	Hearst Magazines Digital Media	Okcupid.com	TV.com
Cagepotato.com	Health.com	Ology.com	TVguide.com
Cardomain Networks	HGTV.com	Oprah.com	U.S. News & World Report
Careerbuilder Network	Hi5.com	Orlandosentinel.com	UGO Networks
Cars.com	Hollywood.com	Orbitz.com	Universalstudios.com
Carsdirect.com	Hollywoodreporter.com	Oregonlive.com	Univision.com
Cbs.com	Holytaco.com	Oxygen	USA Network
Cbsnews.com	Homeaway.com	Pandora.com	USAToday Sites
Charter.Net	Homes.com	Paramount Movie Sites	Verizon.com
Cheaptickets.com	Homestore/Move	Parade.com	VRBO.com
Cheatcc.com	Hoovers.com	PBS	Warner Brothers Entertainment
Chicagotribune.com	Hotels.com	Pcmag.com	Washingtonpost.com
Citysearch.com	Hotwire.com	Pcworld.com	Weather Underground
Classmates.com	Howstuffworks.com	Pennlive.com	Weather.com
Cleveland.com	IB Local Network	People	Webmd Health Network
CNET	Icanhascheezburger.com	Photo.Net	Webshots
Comcast	Ihasahotdog.com	Photobucket.com	Weightwatchers.com
Comedycentral.com	IGN Entertainment	Playlist.com	Wetpaint.com Network
Cooks.com	Imaginova Network	Plentyoffish.com	Whitepages Network
Coolsavings.com	IMDb.com	Pogo.com	Worldofwarcraft.com
Cozi.com	Imeem.com	Popfly.com	WWE.com
Cox.Net	Intellicast.com	Post-Gazette Network	Yahoo!
Crave Online	Ivillage Health Network	Pricegrabber.com	Yellowpages.com Network
Cwtv.com	Ivillage.com: The Womens Network	Prevention	Yontoo
Deviantart.com	iWon.com	Pronto.com	Youtube.com
Demand Media	Jango.com	Quamut.com	Zap2It
Dictionary.com	JC Whitney	Real.com	Zimbio
Digitaltrends.com	Jump TV	Realtytrac	Zillow.com
Discovery.com	Juno.com	Reed Business Information	

EXHIBIT 6

If You Paid for Zoladex® or Pulmicort Respules®,

You Could Receive Benefits From Class Action Settlements

Zoladex® treats prostate cancer, advanced breast cancer, endometriosis and fibrosis.

Pulmicort Respules® is an inhaler used to treat asthma in children.

There are two Settlements in a class action concerning the price of Zoladex® and Pulmicort Respules®. You can get a refund if you paid cash or a percentage co-payment for either or both of these drugs. A percentage co-payment varies with the cost of the drug. **The lawsuit does not concern the safety of Zoladex® or Pulmicort Respules®.**

What is the lawsuit about?

The lawsuit claims that AstraZeneca reported false and inflated average wholesale prices ("AWP") for Zoladex® and Pulmicort Respules®. The reported AWP's are used to set drug prices that are paid by private health insurers and consumers paying cash or making percentage co-payments under private health insurance plans.

The Settlements are not an admission of wrongdoing or an indication that any law was violated. AstraZeneca has entered into the Settlements to avoid further expense and to avoid the risks of uncertain litigation. AstraZeneca denies any wrongdoing.

Am I included?

You are included if you paid cash or made a percentage co-payment for Zoladex® and/or Pulmicort Respules® anytime from January 1, 1991 to June 11, 2010. You are not included if you made a flat co-payment or were never obligated to make a co-payment at all. Payments made under Medicare Part B are not included in these Settlements.

What do the Settlements Provide?

AstraZeneca will pay \$90 million in the Nationwide Settlement (\$40 million will go to a separate settlement with certain large insurers). AstraZeneca will pay \$13 million in the Massachusetts Settlement. After deducting attorneys' fees (not to exceed one-third of both

Settlements), expenses, and other costs, the net fund will be distributed in cash to consumers, as well as to insurers and other entities who are included. Up to 11.11% of the net fund in each of the Nationwide Settlement and the Massachusetts Settlement will go to consumers.

What can I get from the Settlements?

The amount of money you are eligible to receive will depend on how much Zoladex® and Pulmicort Respules® you purchased and on how many Class Members file valid claims. You can receive up to \$150 or more for your out-of-pocket payments for Zoladex® and/or Pulmicort Respules®. For claims during the years 1997 through 2003 you may receive up to three times your out of pocket payments for Zoladex®.

How do I get a payment?

You will need to submit a Claim Form by **Month 00, 2010** to get a payment. Get a Claim Form at the website or by calling the toll-free number.

What are my other rights?

If you do not want to be legally bound by a Settlement, you must exclude yourself from that Settlement. The deadline to exclude yourself from a Settlement is **Month 00, 2010**. If you stay in a Settlement you will not be able to sue AstraZeneca for any claims relating to that Settlement. If you stay in a Settlement, you may object to that Settlement by **Month 00, 2010**.

The Court will hold a hearing on **Month 00, 2010** to consider whether to approve the Settlements and a request for attorneys' fees. The Court has appointed attorneys to represent the Class. You or your own lawyer may ask to appear and speak at the hearing at your own expense.

If You Paid for Zoladex[®],

You Could Receive Benefits From Class Action Settlements

Zoladex[®] treats prostate cancer, advanced breast cancer, endometriosis and fibrosis.

There are two Settlements in a class action concerning the price of Zoladex[®]. You can get a refund if you paid cash or a percentage co-payment for Zoladex[®]. A percentage co-payment varies with the cost of the drug. **The lawsuit does not concern the safety of Zoladex[®].**

What is the lawsuit about?

The lawsuit claims that AstraZeneca reported false and inflated average wholesale prices ("AWP") for Zoladex[®]. The reported AWP's are used to set drug prices that are paid by private health insurers and consumers paying cash or making percentage co-payments under private health insurance plans. The Settlements are not an admission of wrongdoing or an indication that any law was violated. AstraZeneca has entered into the Settlements to avoid further expense, and to avoid the risks of uncertain litigation. AstraZeneca denies any wrongdoing.

Am I included?

You are included if you paid cash or made a percentage co-payment for Zoladex[®] anytime from January 1, 1991 to June 11, 2010. You are not included if you made a flat co-payment or were never obligated to make a co-payment at all. Payments made under Medicare Part B are not included in these Settlements.

What do the Settlements Provide?

AstraZeneca will pay \$90 million in the Nationwide Settlement (\$40 million will go to a separate settlement with certain large insurers). AstraZeneca will pay \$13 million in the Massachusetts Settlement. After deducting attorneys' fees (not to exceed one-third of both Settlements),

expenses, and other costs, the net fund will be distributed in cash to consumers, as well as to insurers and other entities who are included. Up to 11.11% of the net fund in each of the Nationwide Settlement and the Massachusetts Settlement will go to consumers.

What can I get from the Settlements?

The amount of money you are eligible to receive will depend on how much Zoladex[®] you purchased, and on how many Class Members file valid claims. For claims during the years 1997 through 2003 you may receive up to three times your out-of-pocket payments for Zoladex[®].

How do I get a payment?

You will need to submit a Claim Form by **Month 00, 2010** to get a payment. Get a Claim Form at the website or by calling the toll-free number.

What are my other rights?

If you do not want to be legally bound by a Settlement, you must exclude yourself from that Settlement. The deadline to exclude yourself from a Settlement is **Month 00, 2010**. If you stay in a Settlement you will not be able to sue AstraZeneca for any claims relating to that Settlement. If you stay in a Settlement, you may object to that Settlement by **Month 00, 2010**.

The Court will hold a hearing on **Month 00, 2010** to consider whether to approve the Settlements and a request for attorneys' fees. The Court has appointed attorneys to represent the Class. You or your own lawyer may ask to appear and speak at the hearing at your own expense.

If You Paid for Pulmicort Respules®, You Could Receive Benefits From Class Action Settlements

Pulmicort Respules® is an inhaler used to treat asthma in children.

There are two Settlements in a class action concerning the price of Pulmicort Respules®. You can get a refund if you paid cash or a percentage co-payment for Pulmicort Respules®. A percentage co-payment varies with the cost of the drug. **The lawsuit does not concern the safety of Pulmicort Respules®.**

What is the lawsuit about?

The lawsuit claims that AstraZeneca reported false and inflated average wholesale prices ("AWP") for Pulmicort Respules®. The reported AWP's are used to set drug prices that are paid by private health insurers and consumers paying cash or making percentage co-payments under private health insurance plans. The Settlements are not an admission of wrongdoing or an indication that any law was violated. AstraZeneca has entered into the Settlements to avoid further expense, and to avoid the risks of uncertain litigation. AstraZeneca denies any wrongdoing.

Am I included?

You are included if you paid cash or made a percentage co-payment for Pulmicort Respules® anytime from January 1, 1991 to June 11, 2010. You are not included if you made a flat co-payment or were never obligated to make a co-payment at all. Payments made under Medicare Part B are not included in these Settlements.

What do the Settlements Provide?

AstraZeneca will pay \$90 million in the Nationwide Settlement (\$40 million will go to a separate settlement with certain large insurers). AstraZeneca will pay \$13 million in the Massachusetts Settlement. After deducting attorneys' fees (not to

exceed one-third of both Settlements), expenses, and other costs, the net fund will be distributed in cash to consumers, as well as to insurers and other entities who are included. Up to 11.11% of the net fund in each of the Nationwide Settlement and the Massachusetts Settlement will go to consumers.

What can I get from the Settlements?

The amount of money you are eligible to receive will depend on how much Pulmicort Respules® you purchased and on how many Class Members file valid claims. You may receive up to \$150 or more for your out-of-pocket payments for Pulmicort Respules®.

How do I get a payment?

You will need to submit a Claim Form by **Month 00, 2010** to get a payment. Get a Claim Form at the website or by calling the toll-free number.

What are my other rights?

If you do not want to be legally bound by a Settlement, you must exclude yourself from that Settlement. The deadline to exclude yourself from a Settlement is **Month 00, 2010**. If you stay in a Settlement you will not be able to sue AstraZeneca for any claims relating to that Settlement. If you stay in a Settlement, you may object to that Settlement by **Month 00, 2010**.

The Court will hold a hearing on **Month 00, 2010** to consider whether to approve the Settlements and a request for attorneys' fees. The Court has appointed attorneys to represent the Class. You or your own lawyer may ask to appear and speak at the hearing at your own expense.

EXHIBIT H

[PROPOSED] PRELIMINARY APPROVAL ORDER

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

IN RE PHARMACEUTICAL INDUSTRY
AVERAGE WHOLESAL PRICE LITIGATION

MDL No. 1456

THIS DOCUMENT RELATES TO
ALL NON-MASSACHUSETTS CLASS
ACTIONS CONCERNING CLASSES 2 & 3

CIVIL ACTION: 01-CV-12257-PBS

Judge Patti B. Saris

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF THE
SETTLEMENT AGREEMENT AND RELEASE OF ASTRAZENECA RELATED TO
NON-MASSACHUSETTS CLASSES TWO AND THREE, DIRECTING NOTICE TO
THE CLASSES, AND SCHEDULING FAIRNESS HEARING**

WHEREAS, this matter has come before the Court pursuant to a Joint Motion for Entry of an Order Granting Preliminary Approval of the Settlement Agreement and Release of AstraZeneca Related to Non-Massachusetts Classes Two and Three and Approving the Form and Method of Notice to the Classes (the “Motion”); and

WHEREAS, the Court finds that it has jurisdiction over these actions and the Parties for purposes of settlement; and

WHEREAS, this Court has conducted a preliminary approval hearing on _____, 2010, has considered all of the submissions related to the Motion, and is otherwise fully advised in the premises;

IT IS HEREBY ORDERED THAT:

I. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. The terms of the Settlement Agreement and Release of AstraZeneca Related to Non-Massachusetts Classes Two and Three, dated June 15, 2010, including all Exhibits thereto (the “Agreement”), attached to the Motion, are hereby preliminarily approved, subject to further

consideration thereof at the Fairness Hearing provided for below. This Order incorporates herein, and makes a part hereof, the Agreement, as well as all Exhibits thereto. Unless otherwise provided herein, the terms defined in the Agreement shall have the same meanings herein. The Agreement was entered into only after extensive arm's-length negotiation by experienced counsel and with the assistance and oversight of MDL Mediator Eric Green. The Court finds that the Class Settlement embodied in the Agreement (the "Class Settlement") is sufficiently within the range of reasonableness so that notice of the Class Settlement should be given as provided in paragraphs 9 and 10 of this Order. In making this determination, the Court has considered the current posture of this litigation and the risks and benefits to the parties involved in both settlement of these claims and continuation of the litigation.

II. THE CLASS, REPRESENTATIVES, AND CLASS COUNSEL

2. The Settlement Classes are defined as follows:

a. Third-Party Payor MediGap Supplemental Insurance Class ("Class 2")

All TPPs in the United States who, from January 1, 1991 through January 1, 2005, made, or incurred an obligation to make, reimbursements for any portion of a Medicare Part B co-payment for Class Drugs purchased outside the Commonwealth of Massachusetts.

b. Consumer and Third-Party Payor Class For Payments Made Outside the Medicare Context ("Class 3")

All natural persons in the United States who made, or incurred an obligation to make, a non-Medicare Part B payment for Class Drugs purchased outside of the Commonwealth of Massachusetts, and all TPPs in the United States who made, or incurred an obligation to make, non-Medicare Part B reimbursements for Class Drugs purchased outside of the Commonwealth of Massachusetts, during the period from January 1, 1991, through June 11, 2010.

Excluded from each of the Settlement Classes are the AstraZeneca Releasees as defined in the Agreement. (The exclusion of AstraZeneca "employees" from the Settlement Classes shall not

affect the eligibility of any ERISA plans or other TPPs for settlement benefits regardless whether any plan participants might be excluded “employees.”) Additionally excluded from each of the Settlement Classes are the following: (1) all natural persons who only paid flat co-payments, and not any percentage co-payments, for Zoladex® or Pulmicort Respules® (the “Class Drugs”); (2) all federal, state, and local governmental entities in the United States, except any such governmental agencies or programs that made or incurred an obligation to make a reimbursement for Class Drugs as part of a health benefit plan for their employees, but only with respect to such payments; and (3) the ISHPs.

3. The Court preliminarily finds that the proposed Settlement Classes meet all the applicable requirements of FED. R. CIV. P. 23(a) and (b)(3), and hereby certifies the Settlement Classes for settlement purposes only. The Court hereby preliminarily finds, in the specific context of this Class Settlement, that:

a. Numerosity.

Classes 2 and 3 consist of tens of thousands of members located throughout the United States, and satisfy the numerosity requirement of FED. R. CIV. P. 23(a). Joinder of these widely-dispersed, numerous Class Members into one suit would be impracticable.

b. Commonality.

Common questions of law and fact with regard to the alleged activities of the AstraZeneca Releasees exist for each of the Members of Classes 2 and 3 in this case. These issues are central to this case and are sufficient to establish commonality.

c. Typicality.

Plaintiffs have claimed during this litigation that unfair sales and marketing activities, including but not limited to, unlawful manipulation of Average Wholesale Prices (“AWPs”) reported by various industry publications for the AstraZeneca Releasees’ drugs violated various state consumer protection statutes, RICO, and other state and federal laws. As a result, Class Members allegedly

paid more for these drugs than they would have in the absence of the alleged unlawful conduct. These claims are typical of every Member of each of Classes 2 and 3. Therefore, the element of typicality is satisfied for each of Classes 2 and 3.

d. Adequate Representation.

Plaintiffs' interests do not conflict with, and are co-extensive with, those of absent Class Members. Additionally, this Court recognizes the experience of Lead Class Counsel Hagens Berman Sobol Shapiro LLP, Wexler Wallace LLP, Spector Roseman Kodroff & Willis, PC, and Hoffman & Edelson, LLC, and finds under FED. R. CIV. P. 23(g) that the requirement of adequate representation of Classes 2 and 3 has been fully met.

e. Predominance of Common Issues.

Plaintiffs commonly assert that unfair sales and marketing activities caused the AWP for the Class Drugs to be inflated, in turn causing all Class Members to pay more for these drugs. In the context of this Class Settlement, these issues predominate over any individual questions, favoring class treatment.

f. Superiority of the Class Action Mechanism.

The class action mechanism is ideally suited for treatment of the settlement of these matters. Class certification promotes efficiency and uniformity of judgment, among other reasons, because the many Class Members will not be forced to separately pursue claims or execute settlements in various courts around the country.

4. Designated representatives for each Class are as follows:

- a. Class 2: United Food and Commercial Workers Unions and Employees Midwest Health Benefits Fund and Sheet Metal Workers National Health Fund;
- b. Class 3: Richard Wessles, United Food and Commercial Workers Unions and Employees Midwest Health Benefits Fund, Pirelli Armstrong Tire Corporation Retiree Medical Benefits Trust, Board of Trustees of Carpenters and Millwrights of Houston and Vicinity Welfare Trust Fund and Teamsters Health & Welfare Fund of Philadelphia and Vicinity.

Based upon the Court's familiarity with the claims and parties in these and other cases, including prior AWP class settlements, the interests of the various constituent groups, and the negotiation process overseen by MDL Mediator Eric Green, the Court preliminarily finds that

these designated representatives are appropriate representatives for settlement purposes. The Court finds that each of these representatives, or an agent or member thereof, made a purchase or reimbursement for Zoladex® or Pulmicort Respules®.

5. The Court further preliminarily finds that the following firms fairly and adequately represent the interests of the Settlement Classes and hereby appoints them as Co-Lead Settlement Class Counsel pursuant to FED. R. CIV. P. 23(g):

Hagens Berman Sobol Shapiro LLP
1918 Eighth Avenue, Suite 3300
Seattle, WA 98101

Spector, Roseman, Kodroff & Willis, P.C.,
1818 Market Street, Suite 2500
Philadelphia, PA 19103

Wexler Wallace LLP
55 West Monroe Street, Suite 3300
Chicago, IL 60603

Hoffman & Edelson, LLC
45 West Court Street
Doylestown, PA 18901

6. If the Agreement is terminated or is not consummated for any reason whatsoever, the certification of the Settlement Classes shall be void, and Plaintiffs and AstraZeneca shall be deemed to have reserved all of their rights as set forth in the Agreement, including but not limited to the issues related to all claims, defenses, and issues under FED. R. CIV. P. 23.

III. CLASS SETTLEMENT FUND

7. The Court finds that the Escrow Account is a “qualified settlement fund” as defined in Section 1.468B-1(c) of the Treasury Regulations in that it satisfies each of the following requirements:

- a. The Escrow Account is established pursuant to an Order of this Court and is subject to the continuing jurisdiction of this Court;

- b. The Escrow Account is established to resolve or satisfy one or more claims that have resulted or may result from an event that has occurred and that has given rise to at least one claim asserting liabilities; and
- c. The assets of the Escrow Account are segregated from other assets of AstraZeneca, the transferor of the payment to the Settlement Fund.

8. Under the “relation back” rule provided under section 1.468B-1(j)(2)(i) of the Treasury Regulations, the Court finds that:

- a. The Escrow Account met the requirements of paragraphs 7(a) and 7(b) of this Order prior to the date of this Order approving the establishment of the Escrow Account subject to the continued jurisdiction of this Court; and
- b. AstraZeneca and the Claims Administrator may jointly elect to treat the Escrow Account as coming into existence as a “qualified settlement fund” on the latter of the date the Escrow Account met the requirements of paragraph 7(b) and 7(c) of this Order or January 1 of the calendar year in which all of the requirements of paragraph 7 of this Order are met. If such a relation-back election is made, the assets held by the Settlement Fund on such date shall be treated as having been transferred to the Escrow Account on that date.

IV. NOTICE TO CLASS MEMBERS

9. The Court has considered the proposed notices and Notice Plan attached as Exhibits D-G to the Agreement, including the proposed forms of notice, summary notice, information releases, and Claim Forms, and finds that the forms, content, and manner of notice proposed by the Parties and approved herein meet the requirements of due process and FED. R.

Civ. P. 23(c) and (e), are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the Constitutional requirements of notice. The Court approves the Notice Plan in all respects (including the proposed forms of notice, summary notice, information releases, and Claim Form) and orders that notice be given in substantial conformity therewith. The Notice Program described in the Notice Plan shall commence on or about _____, 2010. The costs of preparing, printing, publishing, mailing and otherwise disseminating the notice shall be paid from the Settlement Fund in accordance with the Agreement.

10. The Court appoints Rust Consulting, Inc. (formerly known as Complete Claim Solutions, Inc.) and Class Action Settlement Services, LLC as Claims Administrator. Responsibilities of the Claims Administrator shall include the following: (a) establishing a post office box and toll-free phone number (to be included in the Long Form Notices and the Summary Notices (together, the “Notices”)) for purposes of communicating with Class Members; (b) establishing and maintaining a website for purposes of posting the Notices, the Agreement and related documents; (c) accepting and maintaining documents sent from Class Members, including Claim Forms and other documents relating to claims administration; and (d) administering claims for the allocation of the settlement funds among Class Members.

V. REQUEST FOR EXCLUSION FROM THE CLASS

11. Class Members who wish to be excluded from Settlement Classes shall mail a written notice of exclusion to the Claims Administrator, so that it is postmarked no later than _____, and shall clearly state the following: the name, address, taxpayer identification number, telephone number, and fax number (if any) of the individual or entity who wishes to be excluded from the Class, and provide all such information as may be required by the

Agreement requested by the Claims Administrator. In addition, for purposes of implementing the Settlement Agreement, including calculation of the AstraZeneca Opt-Out Refunds (as described in Paragraph III.D.1 of the Settlement Agreement), each TPP Settlement Class Member requesting exclusion shall set forth the amounts paid for Class Drugs during the period of January 1, 2003 to December 31, 2004, and include a signed certification containing the following language:

The undersigned individual hereby represents that he/she has authority to sign and submit this notice of exclusion on behalf of the above-named class member. The undersigned also certifies that he/she has not received any advice from the parties to this litigation or their attorneys concerning his/her or the class member's fiduciary obligations under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1100, *et seq.*, or other laws governing their obligations to any class member. The undersigned understands that by submitting this notice of exclusion, the class member identified above will not be entitled to receive any proceeds of the class Settlement Fund. By affixing my signature below, I certify under penalty of perjury that the foregoing is true and correct. 28 U.S.C. § 1746.

12. Valid Class Opt-Outs shall not be bound by the Settlement Agreement, or the Final Order and Judgment. Upon receipt, the Claims Administrator shall promptly provide copies of each notice of exclusion to Lead Class Counsel and Counsel for AstraZeneca.

13. Any Class Member who does not properly and timely mail a notice of exclusion as set forth in paragraph 11 above shall be automatically included in the Class Member's

respective Settlement Class or Classes, and shall be bound by all the terms and provisions of the Agreement, the Class Settlement, and the Final Order and Judgment, whether or not such Class Member received actual notice or shall have objected to the Class Settlement and whether or not such Class Member makes a claim upon or participates in the Class Settlement.

VI. PROOFS OF CLAIM

14. To effectuate the Agreement and Class Settlement, and the provisions of the Notice Plan, the Claims Administrator shall be responsible for the receipt of all notices of exclusion and Claim Forms. The Claims Administrator shall preserve (on paper or transferred into electronic format) all notices of exclusion, Claim Forms, and any and all other written communications from Class Members in response to the Notices for a period of five (5) years, or pursuant to further order of the Court. All written communications received by the Claims Administrator from Class Members relating to the Agreement shall be available at all reasonable times for inspection and copying by Lead Class Counsel and Counsel for AstraZeneca, including prior to payments being mailed to each Class Member.

15. In order to be entitled to participate in the Class Settlement, if effected in accordance with all of the terms and conditions set forth in the Agreement, each Member of Classes 2 and 3 shall take the following actions and be subject to the following requirements:

- a. A Settlement Class Member who wishes to receive a distribution from a Class Settlement must mail a properly executed Claim Form (Consumer or TPP Claim Form as appropriate) to the Claims Administrator at the address indicated in the notice, to be postmarked on or before _____ . If such Claim Form is transmitted in any manner other than the United States Postal Service, it shall be deemed to have

been submitted when actually received by the Claims Administrator and must be received by the Claims Administrator no later than

_____;

- b. Each Claim Form must satisfy the following conditions: (i) the Claim Form must be properly completed and supported with any necessary documentation in accordance with the instructions thereon and submitted in a timely manner in accordance with Subparagraph (a) of this Paragraph; (ii) the Claim Form must be signed under penalty of perjury; (iii) the claimant must certify that he or she is a Class Member, or, if the person executing the Claim Form is acting in a representative capacity, must attest that he, she or it is acting on behalf of a Settlement Class Member and that the claimant has authority to act on behalf of the Settlement Class Member; and (iv) the Claim Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein;
- c. Each Claim Form shall be submitted to and reviewed by the Claims Administrator, who shall make a recommendation to Lead Class Counsel about which claims should be allowed in whole or in part;
- d. The Claims Administrator will notify each Settlement Class Member who filed a Claim Form of any recommendation of disallowance, in whole or in part, of the Claim Form submitted by such Settlement Class Member and will set forth the reasons for any such disallowance. Settlement Class Members shall be permitted a reasonable period of time to cure any

deficiency with respect to their respective Claim Forms that is identified.

A copy of such notification shall also be sent by the Claims Administrator to Lead Class Counsel;

- e. All Settlement Class Members who do not submit timely Claim Forms, or who submit Claim Forms that are disallowed and not cured, shall be barred from participating in the Class Settlement (except to the extent that a claim may be partially allowed) but otherwise shall be bound by all of the terms and provisions of the Agreement; and
- f. Each Settlement Class Member who submits a Claim Form shall thereby expressly submit to the jurisdiction of the Court with respect to the claims submitted and shall (subject to final approval of the Agreement and Settlement Classes) be bound by all the terms and provisions of the Agreement.

VII. CLAIMS PROCESS

16. For all Class Drugs, the amount to which each Consumer Settlement Class Member is entitled will be determined in accordance with the following provisions.

- a. For consumers in Class 3, the amount to which the Class 3 consumer shall be entitled will be determined based upon the consumer's election on a claim form provided by the Claims Administrator between two options.
 - 1. Easy Refund Option: If a Consumer elects the "Easy Refund Option" on the claim form provided and the consumer's claim is verified and accepted by the Claims Administrator, the "Total Recognized

Claim” used for purposes of calculating the payment made to each such Consumer Settlement Class Member shall be equal to \$150.00.

2. Full Estimation Refund Option. If a Consumer elects the “Full Estimation Refund Option” on the claim form provided, then the consumer will be required to estimate the consumer’s total out-of pocket expenses associated with percentage co-payments or full cash payments for each drug for which the consumer is seeking payment in the Settlement. Each such consumer will also be required to provide documentation in support of the consumer’s estimated out-of-pocket expenses.

The Consumer’s estimated out-of-pocket expenses for Zoladex® during the period of December 1, 1997 through December 31, 2003 shall be multiplied by a factor of three (3x), and added to the consumer’s total obligation related to Zoladex® outside of this time period (without a multiplication factor). The Consumer’s estimated out-of-pocket expenses for Pulmicort Respules® shall be multiplied by 0.25. The sum of these two figures will be used for the purpose of calculating the payment made to each Consumer Settlement Class Member. This amount will constitute the Consumer’s “Total Recognized Claim” used for purposes of calculating the payment made to each Consumer Settlement Class Member.

17. If the total valid Recognized Claims for all Consumer Settlement Class Members is less than the total amount of the Settlement Fund allocated to satisfy Consumer Settlement Class Member claims (net of fees and expenses as set forth in the Settlement Agreement), each Consumer Settlement Class Member will be paid 100% of their Recognized Claim, and the balance of the Net Consumer Settlement Pool shall be paid equally into the TPP Settlement Pool and the ISHP Settlement Pool to satisfy the claims of TPP Class Members and ISHPs. If total valid Recognized Claims for all Consumer Settlement Class Members related to Class Drugs exceeds the amount of the Settlement Fund allocated to satisfy Consumer Settlement Class Member claims, all such Consumer Settlement Class Member claims will be reduced proportionately.

18. The total expenditure for Zoladex® during the period of January 1, 2003 to December 31, 2004 claimed by each TPP Settlement Class Member on the TPP Proof of Claim and accompanying documentation, as verified and accepted by the Claims Administrator, plus the total amount of expenditures for Pulmicort Respules® during the period January 1, 2003 to December 31, 2004 multiplied by 0.25, shall be the TPP's "Recognized Claim" used for purposes of calculating the payment made to each TPP Settlement Class Member.

19. Each TPP Settlement Class Member shall share *pro rata* in the Net TPP Settlement Pool (which is net of payment of the AstraZeneca Opt-Out Refunds and fees and expenses as set forth in the Agreement) in proportion to the size of their Recognized Claim.

VIII. CONFIDENTIALITY

20. Any information received by the Claims Administrator in connection with the Class Settlement that pertains to a particular Settlement Class Member, or information submitted in conjunction with a notice of exclusion (other than the identity of the entity requesting

exclusion), shall not be disclosed to any other person or entity other than Lead Class Counsel, Counsel for AstraZeneca, and the Court, or as otherwise provided in the Agreement.

IX. FAIRNESS HEARING

21. A hearing on final settlement approval (the “Final Fairness Hearing”) will be held on _____, at _____ before this Court, at the United States District Court for the District of Massachusetts, One Courthouse Way, Boston, Massachusetts 02210, to consider, *inter alia*, the following: (a) the adequacy of the Class Representatives and whether the Settlement Classes should be finally certified; (b) the fairness, reasonableness and adequacy of the Class Settlement; (c) the dismissal with prejudice of the MDL Class Actions as to AstraZeneca; (d) whether Class Counsel’s application for attorneys’ fees, expenses, and compensation for the Class Representatives (“the Fee Petition”) should be granted; (e) whether to approve the proposed plan of allocation and distribution; (f) whether to finally approve the Agreement; and (g) whether the Court should enter an order expressly determining that there is no just reason for delay and expressly directing that any judgment by the Court approving the Agreement and the Settlement Classes should be deemed as a final judgment under FED. R. CIV. P. 54(b) with respect to all claims by Settlement Class Members against the AstraZeneca Releasees.

22. On or before _____, Class Counsel shall file with the Court: (i) any memoranda or other materials in support of final approval of the Agreement and Class Settlement; and (ii) any Fee Petition.

23. Any Class Member who has not filed a notice of exclusion in the manner set forth above may appear at the Fairness Hearing in person or by counsel and may be heard, to the extent allowed by the Court, either in support of or in opposition to the fairness, reasonableness

and adequacy of a Class Settlement, the dismissal with prejudice of Released Class Claims and dismissal with prejudice of the MDL Class Complaints as against AstraZeneca, the entry of final judgment as to AstraZeneca, and/or the Fee Petition; provided, however, that no person shall be heard in opposition to the Class Settlement, dismissal and/or entry of final judgment or the Fee Petition, and no papers or briefs submitted by or on behalf of any such person shall be accepted or considered by the Court, unless filed with the Court and served upon counsel listed below in Paragraph 24 on or before _____. Such person must (a) file with the Clerk of the Court a notice of such person's intention to appear as well as a statement that indicates the basis for such person's opposition and any documentation in support of such opposition on or before _____, and (b) serve copies of such notice, statement, and documentation, as well as any other papers or briefs that such person files with the Court, either in person or by mail, upon all counsel listed below in Paragraph 24 on or before _____. Settlement Class Members who object in the manner and by the dates provided herein shall be subject to the jurisdiction of this Court. Settlement Class Members who fail to object in the manner and by the dates provided herein shall be deemed to have waived and shall forever be foreclosed from raising any such objections.

24. Counsel for the Parties who must be served with all documentation described above in Paragraph 23 are as follows:

Counsel for the Class

Steve W. Berman
HAGENS BERMAN SOBOL SHAPIRO LLP
1918 Eighth Avenue, Suite 3300
Seattle, WA 98101

Counsel for AstraZeneca

Joel M. Cohen

DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, NY 10017

25. The date and time of the Final Fairness Hearing shall be set forth in the Notice and Summary Notice, but shall be subject to adjournment by the Court without further notice to the Settlement Class Members other than that which may be posted at the Court, on the Court's website, and/or the website to be established pursuant to the Notice Plan.

26. All proceedings in the MDL Class Actions with respect to AstraZeneca are hereby stayed and suspended pending the Final Approval of the Class Settlement ("Final Approval"), except such proceedings as are provided for in the Agreement, or which may be necessary to implement the terms of the Agreement, the Class Settlement, or this Order.

27. Any Settlement Class Member may hire an attorney at his or her or its own expense to appear in the action. Such attorney shall serve a Notice of Appearance on the Counsel listed in Paragraph 24 above by _____, and file it with the Court on or before _____.

28. Pending Final Approval, no Settlement Class Member nor any ISHP Group Member, either directly, representatively, or in any other capacity (other than a Class Member who validly and timely elects to be excluded from the Settlement Class), shall commence, continue or prosecute against any AstraZeneca Releasee any action or proceeding in any court or tribunal asserting any of the Released Claims, and are hereby enjoined from so proceeding. Upon Final Approval, all Settlement Class Members who do not file a timely notice of exclusion and all ISHP Group Members shall be forever enjoined and barred from asserting any of the Released Claims, and any such Settlement Class Member and all ISHP Group Members shall be deemed to have forever released all Released Claims.

29. Upon Final Approval, all Released Class Claims shall be dismissed with

prejudice, and the MDL Class Complaints shall be dismissed with prejudice as against AstraZeneca.

X. OTHER PROVISIONS

30. Upon Final Approval, each and every term and provision of the Agreement (except as may be modified by the Final Approval Order) shall be deemed incorporated into the Final Order and Judgment as if expressly set forth and shall have the full force and effect of an Order of the Court.

31. In the event the Class Settlement is terminated in accordance with the provisions of the Agreement, the Class Settlement and all proceedings had in connection therewith shall be null and void, except insofar as expressly provided in the Agreement, and without prejudice to the *status quo ante* rights of Plaintiffs and AstraZeneca.

32. Neither this Order nor the Agreement, nor any documents or statements related thereto, shall constitute any evidence or admission of liability by any AstraZeneca Releasee, nor shall any such document or statement be offered in evidence in this or any other proceeding except to consummate or enforce the Agreement or the terms of this Order, or by any AstraZeneca Releasee in connection with any action asserting Released Claims.

Date: _____

Patti B. Saris
United States District Judge

EXHIBIT I

ESCROW AGREEMENT

**ESCROW AGREEMENT RELATED TO SETTLEMENT AGREEMENT AND RELEASE OF
ASTRAZENECA NON-MASSACHUSETTS CLASSES TWO AND THREE**

This Escrow Agreement (this “Agreement”) is made and entered into by KeyBank National Association (the “Escrow Agent”), AstraZeneca Pharmaceuticals LP (“AstraZeneca”) and Class Plaintiffs as defined in the Settlement Agreement and Release of AstraZeneca Related to Non-Massachusetts Classes Two and Three on or about June 15, 2010 (“Settlement Agreement”), in consideration of the following promises of each party. AstraZeneca and Class Plaintiffs are referred to collectively as the “Settling Parties” in the litigation entitled *In Re Pharmaceutical Industry Average Wholesale Price Litigation*, MDL 1456 (the “MDL Class Action”). Unless otherwise provided herein, the terms defined in the Settlement Agreement shall have the same meaning in this Escrow Agreement

I. Terms and Conditions

1. AstraZeneca and Lead Class Counsel hereby appoint the Escrow Agent to establish and administer an escrow account on the terms and conditions set forth herein, and the Escrow Agent hereby accepts such appointment on such terms and conditions.
2. AstraZeneca shall deliver to the Escrow Agent a total settlement payment in the amount of \$90,000,000.00 as required by Paragraph III.C.1 of the Settlement Agreement in immediately available United States funds (the “Class Escrow Funds”) pursuant to the wire transfer instructions provided in paragraph 1 of Section IV below. Escrow Agent shall confirm receipt of such funds in writing to the Settling Parties.
3. The Escrow Agent shall invest and reinvest the Class Escrow Funds in United States Agency or Treasury Securities (or a mutual fund investing solely in such instruments) or other similar short-term United States government obligations as shall be directed in writing by Lead Class Counsel for the Class Plaintiffs.
4. All interest on or other income realized by investment of the Class Escrow Funds or any portion thereof shall be accumulated and added to the Class Escrow Funds. Any investment losses realized by investment of Class Escrow Funds or any portion thereof shall be charged to the Class Escrow Funds.
5. This Escrow Agreement and the Class Escrow Funds are subject to the supervision and control of the United States District Court for the District of Massachusetts (the “MDL Court”). Except as set forth in paragraph 6(a) and 6(b) of this Section I, the Class Escrow Funds shall be withdrawn or otherwise removed from the Escrow Account established pursuant to this Escrow Agreement only in accordance with the terms of an order of the MDL Court delivered to the Escrow Agent by Lead Class Counsel.

6. The Escrow Agent shall deliver the Class Escrow Funds only as set forth below:
- (a) Following receipt of written notice signed by counsel for AstraZeneca and Lead Class Counsel stating that the MDL Court declined to approve the Settlement Agreement or that the Settlement Agreement has been cancelled or terminated or has otherwise become null and void for any reason, the Escrow Agent shall disburse the Class Escrow Funds, including any interest or other income earned thereon, to AstraZeneca net of taxes paid or due with respect thereto, the fees and costs paid or incurred for the settlement notice, and any fees or costs paid or incurred for administration of the Escrow Account;
 - (b) Regardless of whether the Settlement Agreement has become effective, the Escrow Agent shall disburse funds as needed for
 - (i) payment of the ISHP Group Initial Payment in accordance with Section III.F.3 of the Settlement Agreement;
 - (ii) payment of taxes or estimated taxes that become due on income earned by the Class Escrow Funds, as determined by Rust Consulting, Inc.. (“Rust”), the Claims Administrator for the Settlement, with notice of such payments to Lead Class Counsel and AstraZeneca;
 - (iii) payment of the costs associated with claims administration including, but not limited to, settlement notice. Such payment will be made at the direction of Lead Class Counsel, with notice of such payments provided to AstraZeneca; and
 - (iv) all other payments contemplated by the Settlement Agreement and authorized by the MDL Court by court Order delivered to the Escrow Agent by Lead Class Counsel.
 - (c) After receipt of written notice signed by counsel for AstraZeneca and Lead Class Counsel stating that the Settlement Agreement has become effective, the Escrow Agent shall, upon receipt of an order of the Court so directing
 - (i) disburse any remaining amounts for reimbursement or payment of costs and expenses incurred in the provision of notice to the members of the Class and the administration and distribution of the settlement, in accordance with such order of the Court; and
 - (ii) distribute the remaining Class Escrow Funds, as ordered by the Court.

provided, however, that the Escrow Agent shall retain amounts in the Escrow Account necessary for the payment of taxes or estimated taxes and fees and expenses of the Escrow Agent, as directed by Lead Class Counsel.

7. The Class Escrow Funds are intended by the parties hereto to be treated as a “qualified settlement fund” for federal income tax purposes pursuant to Treas. Reg. § 1.468B-1 and to that end the parties hereto shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. At the request of the Settling Parties, a “relation back election” as described in Treas. Reg. § 1.468B-1(j) shall be made so as to enable the Class Escrow Funds to be treated as a qualified settlement fund from the earliest date possible, and the parties hereto shall take all actions as may be necessary or appropriate to this end.
8. After the Settlement Agreement becomes effective, including after the Final Approval Order becomes Final, AstraZeneca shall no longer have any interest in the Class Escrow Funds, and shall no longer have any rights or obligations under this Escrow Agreement.
9. All Counsel for all Settling Parties’ each warrant to and agree with Escrow Agent that, unless otherwise expressly set forth in this Agreement, there is no security interest (as defined in the Uniform Commercial Code) in the Class Escrow Funds or any part of the Class Escrow Funds; no financing statement under the Uniform Commercial Code of any jurisdiction is on file in any jurisdiction claiming a security interest in or describing, whether specifically or generally, the Class Escrow Funds or any part of the Class Escrow Funds; and the Escrow Agent shall have no responsibility at any time to ascertain whether or not any security interest exists in the Class Escrow Funds or any part of the Class Escrow Funds or to file any financing statement under the Uniform Commercial Code of any jurisdiction with respect to the Class Escrow Funds or any part thereof.

II. Provisions as to Escrow Agent

1. This Escrow Agreement expressly and exclusively sets forth the duties of Escrow Agent with respect to any and all matters pertinent hereto and no implied duties or obligations shall be read into this Escrow Agreement against Escrow Agent.
2. This Escrow Agreement constitutes the entire agreement between the Escrow Agent and the other parties hereto in connection with the subject matter of this escrow. Unless it is signed by the Escrow Agent as a party, no other agreement including the Settlement Agreement entered into between the parties, or any of them, shall be considered as adopted or binding, in whole or in part, upon the

Escrow Agent notwithstanding that any such other agreement may be deposited with Escrow Agent or the Escrow Agent may have knowledge thereof.

3. Escrow Agent shall in no way be responsible for nor shall it be its duty to notify any party hereto or any other party interested in this Escrow Agreement of any payment required or maturity occurring under this Escrow Agreement or under the terms of any instrument deposited therewith unless such notice is explicitly provided for in this Escrow Agreement.
4. Escrow Agent shall have the right to liquidate any investment held in order to provide funds necessary to make required payments under this Escrow Agreement. The Escrow Agent shall have no liability as a result of any liquidation of any investment prior to its maturity when that liquidation is necessary to provide funds to make required payments under this Escrow Agreement.
5. Escrow Agent shall be protected in acting upon any document which Escrow Agent in good faith believes to be genuine and what it purports to be, including, but not limited to, Court orders authorizing release, disbursement or retainage of the Class Escrow Funds.
6. In the event of any disagreement between any of the parties to this Escrow Agreement, or between any of them and any other party, resulting in inconsistent claims or demands being made in connection with the matters covered by this Agreement, or in the event that Escrow Agent, in good faith, be in doubt as to what action it should take hereunder, Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, Escrow Agent shall not be or become liable in any way or to any party for its failure or refusal to act, and Escrow Agent shall be entitled to continue to refrain from acting until (i) the rights of all interested parties shall have been fully and finally adjudicated by the United States District Court for the District of Massachusetts, or (ii) all differences shall have been resolved and all doubt eliminated by agreement among all of the interested parties, and Escrow Agent shall have been notified thereof in writing signed by all such parties.
7. Escrow Agent shall be indemnified and held harmless by the parties hereto from anything which it may do or refrain from doing in connection herewith, or for any claims, demands or losses, or for any damages made or suffered by any party to this Escrow Agreement, excepting such as may arise through or be caused by Escrow Agent's breach of this Escrow Agreement or any willful misconduct or gross negligence.
8. The parties hereto irrevocably and unconditionally submit to the jurisdiction of the United States District Court for the District of Massachusetts for purposes of any suit, action or proceeding to enforce any provision of, or based upon any right

arising out of this Escrow Agreement, and the parties hereto agree not to commence any such suit, action or proceeding except in such Court.

9. The Escrow Agent will maintain a daily record of all transactions in the Class Escrow Account and will provide the Settling Parties with a periodic statement (at a frequency to be determined from time to time but no less often than annually) reflecting all such transactions and the property held in the account as of the end of the reporting period.
10. The Escrow Agent shall have the authority to retain a subcustodian for any or all property for as long as it deems necessary. The Escrow Agent shall also have the authority to retain other agents, including attorneys, to assist it in the performance of its duties.

III. Compensation of Escrow Agent

1. Escrow Agent shall be entitled to reasonable compensation as well as reimbursement for its reasonable costs and expenses incurred in connection with the performance by it of services under this Escrow Agreement (including reasonable fees and expenses of Escrow Agent's counsel). Lead Class Counsel is solely responsible for paying the Escrow Agent the amounts to which it is entitled, and such compensation shall be paid from the funds in the Class Escrow Account, after Court approval and subject to other provisions of this paragraph. The Escrow Agent is entitled to reimbursement for reasonable expenses for each year or any part thereof.
2. The Escrow Agent shall not debit the Class Escrow Funds for any charge for its fees or its costs and expenses, until it shall have received a copy of a Preliminary Approval Order issued by the Court, preliminarily approving the Settlement Agreement and the appointment of Escrow Agent. Thereafter, fees and costs shall be deducted monthly. Fees and expenses of the Escrow Agent charged against the Class Escrow Funds shall, to the extent possible, be paid out of interest earned by the Class Escrow Funds.

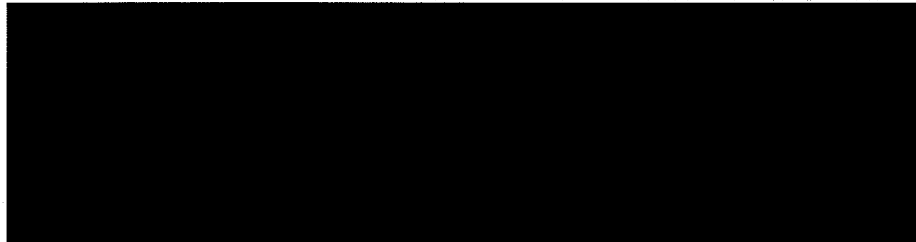
IV. Miscellaneous

1. Any notice, request for consent, report, or any other communication required or permitted in this Escrow Agreement shall be in writing and shall be deemed to have been given when personally delivered to the party specified or when placed in the United States mail, registered or certified, with return receipt requested, postage prepaid and addressed as follows:

If to Escrow Agent:

David Bosak
KeyBank National Association
127 Public Square, 16th Floor
Cleveland, OH 44114

Cash / Wire Instructions:



If to Lead Class Counsel:

Edward Notargiacomo
HAGENS BERMAN SOBOL SHAPIRO LLP
55 Cambridge Parkway, Suite 301
Cambridge, MA 02142
Telephone: (617) 482-3700
Facsimile: (617) 482-3003

If to AstraZeneca

Joel M. Cohen
DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, NY 10017
Telephone: (212) 450-4000
Facsimile: (212) 701-5800

If to Rust:


Thomas R. Glenn
Sr. Vice President & COO
Rust Consulting, Inc.
5210 Hood Road
Palm Beach Gardens, FL 33418
Telephone: (561) 651-7777
Facsimile: (561) 651-7788

Any party may unilaterally designate a different address by giving notice of each change in the manner specified above to each other party.

2. Any disputes arising under this agreement will be governed by Massachusetts law. It shall inure to and be binding upon the parties hereto and their respective successors, heirs and assigns. All representations, covenants, and indemnifications contained in this Escrow Agreement shall survive the termination of this Escrow Agreement.
3. The terms of this Escrow Agreement may be altered, amended, modified or revoked only by an instrument in writing signed by all the parties hereto.
4. If any provision of this agreement shall be held or deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
5. The Escrow Agent may resign at any time from its obligations under this Escrow Agreement by providing written notice to the parties hereto. Such resignation shall be effective not less than thirty (30) days after such written notice has been given. In the event no successor escrow agent has been appointed on or prior to the date such resignation becomes effective, Escrow Agent shall be entitled to tender into the custody of a court of competent jurisdiction all assets then held by it hereunder and shall thereupon be relieved of all further duties and obligations under this Agreement. The Escrow Agent shall have no responsibility for the appointment of a successor escrow agent. Unless otherwise provided in this Agreement, final termination of this Escrow Agreement shall occur when the Escrow Agent shall have released from the Escrow Account all amounts pursuant to Section I, paragraph 6 above.
6. All titles and headings in this Agreement are intended solely for convenience of reference and shall in no way limit or otherwise affect the interpretation of any of the provisions hereof.
7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
8. This Agreement shall be effective as of the date the last party to this Agreement fully and appropriately executes this document.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first above written.

Dated: June 15, 2010



Steve W. Berman
HAGENS BERMAN SOBOL SHAPIRO LLP
1918 Eighth Avenue, Suite 3300
Seattle, WA 98101
Telephone: (206) 623-7292
Facsimile: (206) 623-0594

For Lead Class Counsel

Dated: _____, 2010


Joel M. Cohen
DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, NY 10017
Telephone: (212) 450-4000
Facsimile: (212) 701-5800

Counsel for AstraZeneca Pharmaceuticals LP

Dated: _____, 2010

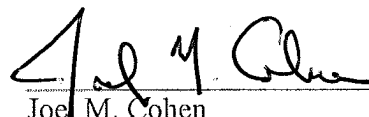
Diana Edwards
KeyBank National Association
127 Public Square
Cleveland, OH 44114
Telephone: (216) 689-5560
Facsimile: (216) 370-6222

Dated: June 15, 2010


Steve W. Berman
HAGENS BERMAN SOBOL SHAPIRO LLP
1918 Eighth Avenue, Suite 3300
Seattle, WA 98101
Telephone: (206) 623-7292
Facsimile: (206) 623-0594

For Lead Class Counsel

Dated: June 18, 2010


Joe M. Cohen
DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, NY 10017
Telephone: (212) 450-4000
Facsimile: (212) 701-5800

Counsel for AstraZeneca Pharmaceuticals LP

Dated: _____, 2010

Diana Edwards
KeyBank National Association
127 Public Square
Cleveland, OH 44114
Telephone: (216) 689-5560
Facsimile: (216) 370-6222

Dated: _____, 2010

Steve W. Berman
HAGENS BERMAN SOBOL SHAPIRO LLP
1918 Eighth Avenue, Suite 3300
Seattle, WA 98101
Telephone: (206) 623-7292
Facsimile: (206) 623-0594

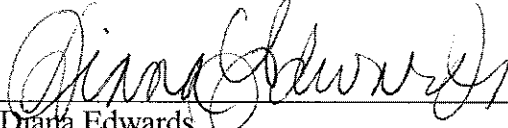
For Lead Class Counsel

Dated: _____, 2010

Joel M. Cohen
DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, NY 10017
Telephone: (212) 450-4000
Facsimile: (212) 701-5800

Counsel for AstraZeneca Pharmaceuticals LP

Dated: June 11, 2010



Diana Edwards
KeyBank National Association
127 Public Square
Cleveland, OH 44114
Telephone: (216) 689-5560
Facsimile: (216) 370-6222

EXHIBIT J

[PROPOSED] FINAL APPROVAL ORDER

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

IN RE PHARMACEUTICAL INDUSTRY
AVERAGE WHOLESAL PRICE LITIGATION

MDL No. 1456

THIS DOCUMENT RELATES TO
ALL NON-MASSACHUSETTS CLASS
ACTIONS CONCERNING CLASSES 2 & 3

CIVIL ACTION: 01-CV-12257-PBS

Judge Patti B. Saris

**[PROPOSED] FINAL ORDER AND JUDGMENT GRANTING
FINAL APPROVAL OF THE PROPOSED SETTLEMENT AGREEMENT AND
RELEASE OF ASTRAZENeca RELATED TO NON-MASSACHUSETTS CLASSES
TWO AND THREE, APPROVING THE PROPOSED ALLOCATION OF
SETTLEMENT FUNDS, AND APPROVING CLASS COUNSEL’S APPLICATION FOR
ATTORNEYS’ FEES, REIMBURSEMENT OF LITIGATION EXPENSES AND
COMPENSATION FOR CLASS REPRESENTATIVES**

This Court having considered: (a) the Settlement Agreement and Release of AstraZeneca Related to Non-Massachusetts Classes Two and Three, dated June 15, 2010, including all Exhibits thereto (collectively, the “Agreement”), between Class Plaintiffs (as defined in the Agreement) and Defendant AstraZeneca Pharmaceuticals LP (“AstraZeneca”); (b) the proposed allocation and distribution of funds among the Settlement Classes; and (c) Class Counsel’s application for attorneys’ fees, reimbursement of litigation expenses, and compensation for the Class Representatives; and having held a hearing on _____, 2010, and having considered all of the submissions and arguments with respect thereto, and otherwise being fully informed, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

1. This Final Order and Judgment incorporates herein and makes a part hereof, the Agreement, and all Exhibits thereto. Unless otherwise provided herein, the terms as defined in

the Agreement shall have the same meanings for purposes of this Final Order and Judgment.

2. The Court has personal jurisdiction over all Class Representatives, Class Members, and AstraZeneca for purposes of this settlement only, and has subject matter jurisdiction to approve the Agreement.

3. The Settlement Classes are defined as follows:

(a) Third-Party Payor MediGap Supplemental Insurance Class (“Class 2”)

All TPPs in the United States who, from January 1, 1991 through January 1, 2005, made, or incurred an obligation to make, reimbursements for any portion of a Medicare Part B co-payment for Class Drugs purchased outside the Commonwealth of Massachusetts.

(b) Consumer and Third-Party Payor Class For Payments Made Outside the Medicare Context (“Class 3”)

All natural persons in the United States who made, or incurred an obligation to make, a non-Medicare Part B payment for Class Drugs purchased outside of the Commonwealth of Massachusetts, and all TPPs in the United States who made, or incurred an obligation to make, non-Medicare Part B reimbursements for Class Drugs purchased outside the Commonwealth of Massachusetts, during the period from January 1, 1991 through June 11, 2010.

Excluded from each of the Settlement Classes are the AstraZeneca Releasees, as defined in the Agreement. (The exclusion of AstraZeneca “employees” from the Settlement Classes shall not affect the eligibility of any ERISA plans or other TPPs for settlement benefits regardless whether any plan participants might be excluded “employees.”) Additionally excluded from each of the Settlement Classes are the following: (1) all natural persons who only paid flat co-payments, and not any percentage co-payments, for Zoladex® or Pulmicort Respules® (the “Class Drugs”); (2) all federal, state, and local governmental entities in the United States, except any such governmental agencies or programs that made or incurred an

obligation to make a reimbursement for Class Drugs as part of a health benefit plan for their employees, but only with respect to such payments; and (3) the ISHPs.

In so holding, the Court finds that the prerequisites of FED. R. CIV. P. 23(a) and (b)(3) have been satisfied for certification of the Settlement Classes for settlement purposes: Class Members, numbering in the thousands, are so numerous that joinder of all members is impracticable; there are questions of law and fact common to each of the Settlement Classes; the claims and defenses of the Class Representatives are typical of the claims and defenses of the Settlement Class Members they represent; the Class Representatives have fairly and adequately protected the interests of the Settlement Classes with regard to the consolidated claims of the Settlement Classes they represent; the common questions of law and fact predominate over questions affecting only individual Class Members, rendering the Settlement Classes sufficiently cohesive to warrant a class settlement; and the certification of the Settlement Classes is superior to individual litigation and/or settlement as a method for the fair and efficient resolution of the MDL Class Actions.

In making all of the foregoing findings, the Court has exercised its discretion in certifying the Settlement Classes, based, *inter alia*, upon the Court's familiarity with the claims and parties in these and other cases, including prior AWP class settlements, the interests of the various constituent groups, and the negotiation process.

4. The record shows that Notice has been given to the Settlement Classes in the manner approved by the Court in its Preliminary Approval Order of _____, 2010 [Docket No. ____]. The Court finds that such Notice: (i) constitutes reasonable and the best practicable notice; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise

Class Members of the terms of the Agreement and Class Settlement, and Class Members' right to object to or exclude themselves from the Settlement Classes and appear at the settlement fairness hearing held on _____ (the "Fairness Hearing"); (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) meets the requirements of due process and FED. R. CIV. P. 23.

5. No individuals or entities, other than those listed on Exhibit A hereto, have excluded themselves from the Settlement Classes. This Order shall have no force or effect on the persons or entities listed on Exhibit A hereto.

6. The Court finds that extensive arm's-length negotiations have taken place in good faith between Lead Class Counsel and AstraZeneca's Counsel resulting in the Agreement. Additionally the Court finds that extensive arm's-length negotiations have taken place on behalf of separate counsel appointed by Lead Class Counsel to represent the interests of Consumer Class Members and TPP Class Members in order to apportion the Settlement Fund between these constituencies and that these arm's length negotiations afforded the structural protection required to ensure adequate representation of these constituencies.

7. The Court finds that the designated class representatives are appropriate representatives for settlement purposes. The Court finds that each of these representatives, or an agent or member thereof, made a purchase or reimbursement for Zoladex® or Pulmicort Respules®.

8. The Court has considered all of the factors enumerated in FED. R. CIV. P. 23(g) and finds that Class Counsel have fairly and adequately represented the interests of the Settlement Classes.

9. Pursuant to FED. R. CIV. P. 23(e), the Court hereby finally approves in all respects the Class Settlement set forth in the Agreement (“the Class Settlement”) and finds that the Class Settlement, the Agreement, and the plan of distribution as set forth in Paragraphs III.C-F of the Agreement, are, in all respects, fair, reasonable and adequate, and in the best interests of the Settlement Classes.

10. The Court further approves the establishment of the Settlement Fund as set forth in the Agreement and the Escrow Agreement submitted by the Parties. The Parties are hereby directed to implement and consummate the Settlement according to the terms and provisions of the Agreement. In addition, the Parties are authorized to agree to and adopt such amendments and modifications to the Agreement that (i) are consistent in all material respects with this Final Order and Judgment, and (ii) do not limit the rights of the Settlement Classes.

11. The Released Claims (as defined in Section II.Z of the Agreement) are hereby dismissed with prejudice and without costs to any party, except as otherwise provided herein.

12. The MDL Class Complaints (as defined in Section II.V of the Agreement) are hereby dismissed with prejudice as against AstraZeneca without costs to any party.

13. Upon the Effective Date of the Agreement, the Class Releasors (as defined in Paragraph II.F of the Agreement) shall release and forever discharge the AstraZeneca Releasees (as defined in Paragraph II.B of the Agreement) from their respective Released Consumer Class Claims and Released TPP Class Claims (as defined in Paragraphs II.AA and II.BB of the Agreement).

14. The Court finds that the Escrow Account is a “Qualified Settlement Fund” as defined in section 1.468B-1(a) of the Treasury Regulations in that it satisfies each of the

following requirements:

(a) The Escrow Account is established pursuant to an order of this Court and is subject to the continuing jurisdiction of this Court;

(b) The Escrow Account is established to resolve or satisfy one or more contested or uncontested claims that have resulted or may result from an event that has occurred and that has given rise to at least one claim asserting liability arising out of an alleged violation of law; and

(c) The assets of the Escrow Account are segregated from other assets of AstraZeneca, the transferor of payments to the Settlement Fund, and from the assets of persons related to AstraZeneca.

15. Under the “relation-back” rule provided under section 1.468B-1(j)(2)(i) of the Treasury Regulations, the Court finds that:

(a) The Escrow Account met the requirements of paragraph 14 of this Order prior to the date of this Order approving the establishment of the Settlement Fund subject to the continued jurisdiction of this Court; and

(b) AstraZeneca and the “administrator” under section 1.468B-2(k)(3) of the Treasury Regulations may jointly elect to treat the Escrow Account as coming into existence as a “Qualified Settlement Fund” on the later of the date the Escrow Account met the requirements of paragraphs 14(b) and 14(c) of this Order or January 1 of the calendar year in which all of the requirements of Paragraph 14 of this Order are met. If such relation-back election is made, the assets held by the Escrow Account on such date shall be treated as having been transferred to the Escrow Account on that date.

16. Nothing in this Final Order and Judgment, the Class Settlement, the Agreement, or any documents or statements related thereto, is or shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by any of the Released Parties.

17. Class Counsel have moved pursuant to FED. R. CIV. P. 23(h), 54(d) and 52(a) for an award of attorneys' fees and reimbursement of expenses. Pursuant to Rules 23(h)(3) and 52(a) this Court makes the following findings of fact and conclusions of law:

(a) that the Class Settlement confers substantial benefits on the Members of each of the Settlement Classes;

(b) that the value conferred on the Settlement Classes is immediate and readily quantifiable (upon this Judgment becoming Final (as defined in the Agreement), Settlement Class Members who have submitted valid Claim Forms will receive cash payments that represent a significant portion of their alleged financial harms);

(c) that Class Counsel vigorously and effectively pursued the Settlement Class Members' claims before this Court in this highly complex case;

(d) that the Class Settlement was obtained as a direct result of Class Counsel's skillful advocacy;

(e) that the Class Settlement was reached following extensive negotiation between Lead Class Counsel and AstraZeneca's Counsel, and was negotiated in good-faith and in the absence of collusion;

(f) that during the prosecution of claims against AstraZeneca in the MDL Class Actions, Class Counsel incurred expenses at least in the amount of \$_____, which

included costs for expert witnesses and other expenses which the Court finds to be reasonable and necessary to the representation of the Settlement Classes;

(g) that Settlement Class Members were advised in the Notice approved by the Court that Class Counsel intended to apply for an award of attorneys' fees in an amount of up to 33 1/3% of the Settlement Fund (plus interest thereon from the date of funding of the Settlement Fund) plus reimbursement of reasonable costs and expenses incurred in the prosecution of this action, to be paid from the Settlement Fund;

(h) that _____ Member(s) of the Settlement Classes has (have) submitted written objection(s) to the award of attorneys' fees and expenses;

(i) that counsel who recover a common benefit for persons other than himself or his client is entitled to a reasonable attorneys' fee from the Settlement Fund as a whole. *See, e.g., Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Blum v. Stenson*, 465 U.S. 866, 900 n.16 (1984);

(j) that use of the percentage of the fund method in common fund cases is the prevailing practice in this Circuit for awarding attorneys' fees and permits the Court to focus on a showing that a fund conferring benefit on a class resulted from the lawyers' efforts. *In re Thirteen Appeals Arising Out of the San Juan Dupont Plaza Hotel Fire Litig.*, 56 F.3d 295 (1st Cir. 1995); and

(k) that the requested fee award is within the applicable range of percentage awards in this Circuit; *In re Relafen Antitrust Litig.*, No. 01-12239 (D. Mass. April 9, 2004) [Doc. No. 297]; *Mowbray v. Waste Management Holdings*, No. 98-11534-WGY (D. Mass. Aug. 2, 2001); *In re Copley Pharmaceutical, Inc. Sec. Litig.*, No. 94-11897-WGY (D. Mass. Feb. 8,

1996); *Wilensky v. Digital Equipment Corp.*, No. 94-10752-JLT (D. Mass. July 11, 2001).

Accordingly, Class Counsel are hereby awarded \$_____ from the balance of the Settlement Fund as their fee award which the Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel from the Settlement Fund in accordance with the terms of the Agreement, with interest from _____ (the date of the funding of the Settlement Fund) to the date of payment, at the same net interest rate earned by the Settlement Fund.

Further, Class Counsel are hereby awarded \$_____ for their expenses which the Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel from the Settlement Fund in accordance with the terms of the Agreement. The attorneys' fees and expenses awarded by the Court shall be allocated among Counsel by Lead Class Counsel pursuant to the Agreement.

18. The Class Representatives and other appropriate parties, as identified in the Order Granting Preliminary Approval of the Settlement Agreement and Release of AstraZeneca Related to Non-Massachusetts Classes Two and Three, Directing Notice to the Classes, and Scheduling Fairness Hearing, dated _____, 2010, are hereby compensated in the amounts set forth in their declarations concerning the amount of time spent on this case. (Document ____).

19. Without affecting the finality of this Final Order and Judgment, the Court retains continuing and exclusive jurisdiction over all matters relating to administration, consummation, enforcement, and interpretation of the Agreement and of this Final Order and Judgment, to protect and effectuate this Final Order and Judgment, and for any other necessary purpose. AstraZeneca, Class Representatives, and all Settlement Class Members are hereby deemed to

have irrevocably submitted to the exclusive jurisdiction of this Court, for the purpose of any suit, action, proceeding or dispute arising out of or relating to the Agreement or the applicability of the Agreement (including the Exhibits thereto) and only for such purposes. Without limiting the generality of the foregoing, and without affecting the finality of this Final Order and Judgment, the Court retains exclusive jurisdiction over any such suit, action, or proceeding. Solely for purposes of such suit, action, or proceeding, to the fullest extent they may effectively do so under applicable law, the parties hereto are deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

20. In the event that the Class Settlement does not become Final as defined in the Agreement, this Final Order and Judgment shall be rendered null and void as provided by the Agreement shall be vacated, and all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Agreement.

21. No Class Member, either directly, representatively, or in any other capacity (other than a Class Member who validly and timely elected to be excluded from one or more of the Classes), shall commence, continue, or prosecute any action or proceeding against any or all Released Party or Parties in any court or tribunal asserting any of the Released Claims defined in the Agreement, and Class Members (other than Class Members who validly and timely elected to be excluded from one or more of the Classes) are hereby permanently enjoined from so proceeding.

22. Pursuant to FED. R. CIV. P. 54(b) this Court expressly finds that there are no

remaining claims between Class Plaintiffs and AstraZeneca in the MDL. There are no subsequent proceedings between the Class Plaintiffs and any remaining party in the MDL that will affect the Court's decision with respect to Class Plaintiffs' settlement of the Released Class Claims against AstraZeneca. No party in the MDL will be prejudiced by the immediate entry of this Final Order and Judgment in accordance with the Settlement Agreement. Pursuant to FED. R. Civ. P. 54(b), this Court expressly determines that there is no just cause for delay and expressly directs that this Final Order and Judgment, upon filing in 01-CV-12257-PBS, be deemed as a final judgment with respect to each of the Settlement Classes, and specifically all such Settlement Class Members' Released Claims against all AstraZeneca Releasees.

DATED: _____

Hon. Patti B. Saris

EXHIBIT A

ENTITIES THAT HAVE PROPERLY EXCLUDED
THEMSELVES FROM CLASS 2 IN ACCORDANCE WITH THE ORDER OF _____, 2008
(Docket No. ____).

[list all Class 2 Opt Outs]

INDIVIDUALS AND ENTITIES THAT HAVE PROPERLY EXCLUDED
THEMSELVES FROM CLASS 3 IN ACCORDANCE WITH THE ORDER OF _____, 2008
(Docket No. ____).

1. Individuals

[list all Class 3 Individual Opt Outs]

2. Entities

[list all Class 3 TPP Opt Outs]

EXHIBIT K

CLAIMS PROCESS EXPLANATION

CLAIMS PROCESS EXPLANATION

This exhibit is incorporated by reference in and made a part of the Settlement Agreement and Release of AstraZeneca Related to Non-Massachusetts Classes Two and Three in *In Re Pharmaceutical Industry Average Wholesale Price Litigation*, MDL No.1456 (the “Settlement Agreement”).

A. Required Claims Documentation

1. Consumer Settlement Class Members

In order to validate a claim for payment associated with each Class Drug for which they seek payment from the Settlement Fund, Consumer Settlement Class Members must submit one proof of payment for each of the Class Drugs for which they are seeking payment.

Proof of payment for Consumers Settlement Class Members who have chosen the “Easy Refund Option,” may be in the form of: a statement signed by the Consumer Settlement Class Member under the penalty of perjury indicating that the Consumer paid or is obligated to pay cash or a percentage co-payment for one or more of the Class Drugs during the period January 1, 1991, through June 11, 2010. This statement shall also be accepted as executed by a spouse of a deceased Consumer Settlement Class Member or a legal representative of the deceased Consumer Settlement Class Member’s estate.

Proof of payment for Consumers Settlement Class Members who have elected the “Full Estimation Refund Option,” may be in the form of (1) a receipt, cancelled check, or credit card statement that shows a payment for one of the Class Drugs (other than a flat co-payment); (2) a letter from the Consumer Settlement Class Member’s doctor stating that he or she prescribed and that the Consumer Settlement Class Member paid or is obligated to pay all or part of the cost of one of the Class Drugs (other than a flat co-payment) at least once; (3) billing records from a doctor or other health care provider evidencing an obligation to pay all or part of the cost of one of the Class Drugs (other than a flat co-payment); (4) an Explanation of Benefits (“EOB”) from an insurer or other payor evidencing an obligation to pay all or part of the cost of one of the Class Drugs (other than a flat co-payment), or (5) any combination of 1-4 above.

2. TPP Settlement Class Members

TPP Settlement Class Members shall be required to submit the amount of purchases of each Class Drug for which they are seeking payment during the period of January 1, 2003, to December 31, 2004. This period is substituted for the amount of expenditures for each drug associated with the full class period in recognition of the difficulty many TPPs have in accessing claims data that are older and likely not kept electronically or on current electronic systems. This “proxy period” shall be used to determine the payments made to each TPP Settlement Class Member in accordance with the procedures set forth below.

In order to validate a claim for payment associated with the Class Drugs for which they

seek payment from the Settlement Fund, TPP Settlement Class Members with claimed expenditures for all Class Drugs during the proxy period that exceed \$300,000.00 in total shall be required to submit electronic claims documentation with their claim. The form and data required to be submitted are delineated in the TPP Claim Form attached as Exhibit D to the Settlement Agreement. Those TPP Settlement Class Members whose claimed expenditures are \$300,000.00 or less need not submit electronic claims documentation with their claim but must furnish such claims documentation upon request of the Claims Administrator.

3. ISHP Claims Documentation

Documentation required from each member of the ISHP Group shall be that set forth on Exhibit L to the Settlement Agreement.

B. Calculating Recognized Claim Amounts

Procedures for establishing a recognized claim for each Consumer Settlement Class Member, TPP Settlement Class Member, and ISHP Group Member have been established as follows.

1. Consumer Settlement Class Members (Class 3 Only)

The amount to which Consumer Settlement Class Members shall be entitled will be determined based upon the consumer's election on a claim form provided by the Claims Administrator between two options.

a. Easy Refund Option: If a Consumer elects the "Easy Refund Option" on the claim form provided and the consumer's claim is verified and accepted by the Claims Administrator, the "Total Recognized Claim" used for purposes of calculating the payment made to each such Consumer Settlement Class Member shall be equal to \$150.00.

b. Full Estimation Refund Option. If a Consumer elects the "Full Estimation Refund Option" on the claim form provided, then the consumer will be required to estimate the consumer's total out-of-pocket expenses associated with percentage co-payments or full cash payments for each drug for which the consumer is seeking payment in the Settlement. Each such consumer will also be required to provide documentary support, as called for in Section A1 above in support of the consumer's estimated out-of-pocket expenses.

The Consumer's estimated out-of-pocket expenses for Zoladex® during the period of December 1, 1997 through December 31, 2003 shall be multiplied by a factor of three (3x), and added to the consumer's total obligation related to Zoladex® outside of this time period (without a multiplication factor). The Consumer's estimated out-of-pocket expenses for Pulmicort Respules® shall be multiplied by 0.25. The sum of these two figures will be used for the purpose of calculating the payment made to each Consumer Settlement Class Member. This amount will constitute the Consumer's "Total

Recognized Claim” used for purposes of calculating the payment made to each Consumer Settlement Class Member.

If total valid Recognized Claims for all Consumer Settlement Class Members related to Class Drugs exceeds the amount of the Settlement Funds allocated to satisfy Consumer Settlement Class Member claims, all such consumer claims will be reduced proportionately.

2. Sample Calculations of Hypothetical Consumer Claims

Example # 1

Consumer Settlement Class Member has Zoladex® and/or Pulmicort Respules® purchases in the State of Alabama, Alaska, and Georgia and elects the “Easy Refund Option” and provides the appropriate certification accepted by the Claims Administrator.

Total Recognized Claim = \$150

Example # 2

Consumer Settlement Class Member has purchases of Zoladex® in the State of Rhode Island from 1993 – 2003 and purchases in the State of Alabama in 2004 – 2006. Consumer Settlement Class Member has purchases of Pulmicort Respules® in the State of Rhode Island and Alabama during these periods. Consumer provides required documentation to support out-of-pocket expenditures. Claims of out-of-pocket expenditures for Zoladex® of \$1,000 in each of the years 1993 – 2003 in State of Rhode Island and \$1,500 in 2004 – 2006 in State of Alabama and out-of-pocket expenditures of Pulmicort Respules® in each year of \$600.

Calculation:

Zoladex®

1993 – 1997 = \$5,000 (\$1,000 x 5 years)

1998 – 2003 = \$18,000 (\$1,000 x 6 years x 3 multiplication factor)

2004 – 2006 = \$3,000 (\$1,000 x 3 years)

Total = \$26,000

Pulmicort Respules®

\$1,650 (11 x \$600 x 0.25)

Total Recognized Claim = \$27,650 (\$26,000 + \$1,650)

3. Third Party Payor Settlement Class Members and ISHP Group Members

In recognition of the fact that the claims of all TPP Settlement Class Members and ISHP Group Members will exceed the total amount of funds allocated to satisfy the claims of TPP Settlement Class Members and ISHP Group Members under the Settlement Agreement and that each TPP Settlement Class Member or ISHP Group Member will be paid a pro-rata portion of the Settlement Amount allocated to TPP Settlement Class Members and the ISHP Group, the recognized claim for both TPP Settlement Class Members and ISHP Group Members shall be the total amount of purchases of Zoladex® during the period of January 1, 2003, to December 31, 2004, plus the total amount of purchases during the period January 1, 2003 to December 31, 2004 multiplied by 0.25 for Pulmicort Respules®. This figure, if properly supported and accepted by the Claims Administrator, is the TPP Settlement Class Member's or ISHP Group Member's "Recognized Claim" used for purposes of calculating the payment made to each TPP Settlement Class Member and ISHP Group Member.

C. Sample Calculation of the ISHP Group Reversion Amount

[CALCULATION OF ISHP INITIAL PAYMENT = \$90M - \$35M = \$55M X .8889 = \$48.89M X .50 = \$24.44M X .75 = \$18.33M]

In order to illustrate the calculation of the ISHP Group Reversion Amount as contemplated in the Settlement Agreement two examples are set forth below:

Example #1

Assumptions:

ISHP Group Recognized Claim Percentage = 60%
 Net Fees and Expenses = \$35M (\$30M AFs + \$5M notice and admin)
 AstraZeneca Opt-Out Refund = \$750K
 Total Deposits to Class TPP Pool and ISHP Pool = \$80M

ISHP Group Reversion Amount Calculation:

ISHP Over/Underage = $60 - 37.5 = 22.5\%$

Fees and Expenses Attributable to TPPs and ISHPs = $\$35M \times .889 = \$31.12M$

$22.5\% \times (\$80M - \$31.12M - \$750K) = \$10.83M$

\$10.83M due to be paid to ISHP Group Members first from the amount remaining in the ISHP Settlement Pool and the balance from TPP Settlement Pool at the conclusion of the claims process

Total payment to ISHP Group Members = \$10.83M + \$18.34M (ISHP Group Initial Payment) = \$29.17M

Example #2

Assumptions:

ISHP Group Recognized Claim Percentage = 40%

Net Fees and Expenses = \$35M (\$30M AF's + \$5M notice and admin)

AstraZeneca Opt-Out Refund = \$750K

Total Deposits to Class TPP Pool and ISHP Pool = \$80M

Consumer Overage = \$2M

ISHP Group Reversion Amount Calculation:

ISHP Over/Underage = $40 - 37.5 = 2.5\%$

Fees and Expenses Attributable to TPPs and ISHPs = $\$35\text{M} \times .889 = \31.12M

$2.5\% \times (\$82\text{M} - \$31.12\text{M} - \$750\text{K}) = \1.25M

\$1.25M due to be paid from ISHP Settlement Pool to ISHP Group Members. Any funds remaining in ISHP Settlement Pool to be returned to TPP Settlement Pool at the conclusion of the claims process for distribution to Class TPPs.

Total payment to ISHP Group Members = \$1.25M + \$18.34M (ISHP Group Initial Payment) = \$19.59M.

EXHIBIT L

ISHP CLAIMS DOCUMENTATION

EXHIBIT L

ISHP CLAIMS DOCUMENTATION

On or before the deadline set for TPP Class Members to file claims pursuant to the Settlement Agreement and Release of AstraZeneca Related to Non-Massachusetts Classes Two and Three (the “Settlement Agreement”) as such date is set by the MDL Court in an order preliminarily approving the Settlement Agreement, each ISHP Group Member, or ISHP Group Counsel where indicated, shall submit the following claims documentation:

(1) ISHP Group Members shall be required to submit the amount of purchases of Class Drugs, during the period of January 1, 2003 to December 31, 2004, net of co-pays, deductibles, and/or co-insurance.

(2) Inclusion of the following data fields will facilitate the claims review process, and ISHP Group Members are therefore requested to provide it if practicable:

a. J-Code or NDC Number

The applicable J-Code or NDC Number for each transaction. The applicable J-Codes for each Class Drug as well as a list of NDC numbers is attached hereto as Attachment 1.

b. Patient Identifier

A random encrypted patient identification number for each transaction, which can be used to track claims.

c. Age

Age information (*i.e.* the difference between date of birth and date of service or date of fill, rounded down to the nearest year) for each transaction.

d. Service and/or Fill Date

Service date will often be available for J-Code entries and fill date will be available for NDC entries. If both are available, please include.

e. Group Number

The group number assigned to each transaction. As part of the auditing process, you may be asked to provide corresponding group name for each group number. Only the Settlement Administrator will have access to this information.

f. Amount Billed

The billed charges or the initial amount billed by the provider or providers before any adjustments.

g. Units

If available, the units for each transaction should be provided.

(3) Each ISHP Group Member shall provide a list of all self-funded healthcare plans (“SFP’s”) or other entities for which it is authorized to make a claim, including the identity of each entity on whose behalf the ISHP Group Member is authorized to act by name.

(4) Each ISHP Group Member shall provide a declaration made by a duly authorized employee of each ISHP Group Member certifying:

(i) the employee’s authority to submit a claim on behalf of the ISHP Group Member;

(ii) the ISHP Group Member’s authority to settle the claims asserted in the MDL Class Actions and to release all claims related to purchases of the drugs at issue in the MDL Class Actions;

(iii) the total net dollar amount of purchases of each of the drugs by the ISHP Group Member during the period January 1, 2003 to December 31, 2004;

(iv) that the ISHP Group Member has historically utilized AWP in calculating reimbursement amounts for the brand drugs addressed by this settlement and has not included claims that are readily identifiable from a query of the ISHP Group Member’s electronic claims databases as having been based on a reimbursement standard other than one that utilized AWP;

(v) that the ISHP Group Member and each entity on whose behalf the ISHP Group Member is authorized to act waives any right it may have to receive any distribution as a TPP Class Member under the Settlement Agreement (except to the extent of an administered TPP’s purchases of drugs which were not administered by an ISHP); and

(vi) that the data and other information provided as part of the Claims Documentation submitted by the ISHP Group Member is true and accurate, based on records maintained by or otherwise available to the ISHP Group Member.

All data and documents required hereunder must be submitted, by the deadline set by the MDL Court in the Preliminary Approval Order, to the Claims Administrator at the following address:

Rust Consulting, Inc.
Hood Road Centre
5210 Hood Road
Palm Beach Gardens, FL 33418

Attachment 1 – Covered Drugs and HCPCS Codes

NDC	Drug	Description	HCPCS Code(s)
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EXHIBIT M

STATEMENT REGARDING CLASS COUNSEL & ISHP FEE AGREEMENT

EXHIBIT M

Pursuant to Fed. R. Civ. P. 23(e)(1)(c), Plaintiffs state that they have entered into an agreement with the ISHPs regarding allocation of attorneys fees to ISHP counsel out of any award made to Class Counsel.